

JEANNETTE T. DeLAURENCE : In the
 Plaintiff : Circuit Court
 vs : for
 SAMUEL C. DeLAURENCE : Carroll County
 Defendant : Case No. CV 1814

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 2nd day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Jeannette T. DeLaurence, be and she is hereby granted an Absolute Divorce from the Defendant, Samuel C. DeLaurence; and

It is further ADJUDGED and ORDERED that the Property Settlement Agreement by and between the parties hereto, dated March 23, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Defendant shall pay Plaintiff non-modifiable permanent alimony in the amount of \$400.00 per week as set out in Paragraph 3. ALIMONY, of said Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

Feb. 2, 1989

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that Plaintiff pay the costs of these proceedings.

Paul L. Burr
 Judge

PROPERTY SETTLEMENT AGREEMENT

This PROPERTY SETTLEMENT AGREEMENT is made this 23 day of March, 1988, by and between JEANNETTE T. DELAURENCE, hereinafter call the "Wife", and SAMUEL C. DELAURENCE, hereinafter called the "Husband".

RECITALS

1. The parties were married on December 6, 1952, in Detroit, Michigan, by a civil ceremony.
2. Two children have been born to the marriage; Samuel born May 9, 1954 and Mary born July 17, 1962, both of whom have attained their majority.
3. That differences and conflicts have arisen between the parties, as a consequence of which they have continuously, in an uninterrupted manner, lived separate and apart without cohabitation since July 13, 1984.
4. Both parties intend to continue to live separate and apart according to the provisions of this Agreement.
5. The parties have come to an agreement respecting the disposition of their properties, property rights, assets, obligations, support, alimony and maintenance, and desire to reduce this Agreement to writing in accordance with Article 16, Section 28 and CJ 3-6A of the Annotated Code of Maryland.

IN EXCHANGE for a good and valuable consideration, and in consideration of the mutual promises and covenants herein made, each party agrees for himself and herself, and for his or her heirs, personal representatives and assigns, as follows:

AGREEMENTS

1. SEPARATION - The parties will continue to live separate and apart, and neither will interfere with the other nor attempt or demand to reside with the other, nor will either attempt or demand to resume the marital relationship.
2. DEBTS - Except as provided in this Agreement, each party shall hold harmless, save, protect and indemnify the other with respect to any debts contracted by him or her. However, the husband also acknowledges that in connection with his various business endeavors he has incurred debts which have been reduced to judgment. Those judgments recorded in Maryland are as follows:
 - Highland Eaton Corp. 11/5/75 \$17,967.98 plus costs and attorney fees.
 - Highland Eaton Corp. 11/5/75 \$17,105.14 plus costs and attorney fees.
 - USA (small business admin.) 12/17/82 \$11,766.69 plus cost.
 - Coca Cola Bottling Co. of Balto. 6/13/77 \$4,011.20 plus cost.

Auth Sausage Co. 8/7/79 \$2,913.38 plus cost.
Balto Co. Md. 5/5/78 \$1,269.22 plus cost.

The husband agrees to be solely responsible for the above judgment or any other judgments whatsoever involving himself and further agrees to hold the wife harmless, save, protect and indemnify her with respect to such debts and/or judgments.

Except as hereinafter provided, Husband shall assume sole responsibility for all debts contracted by him self or Wife prior to July 13, 1984 and shall hold and save Wife harmless from any and all liability therefore. All joint charge accounts and credit card accounts shall be cancelled, and Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other nor will they contract, or attempt to contract any debt or obligations incurred or contracted by them from and after July 13, 1984 each would be responsible for his or her own debt or liability, and shall hold and save the other harmless and indemnify the other from any such debts or obligations.

3. ALIMONY - Husband shall pay to Wife as permanent alimony, the sum of Four Hundred Dollars (\$400.00) per week payable on the first day of each week commencing on the first day of the week following the execution of this Agreement and continuing until the first to occur of (a) remarriage of Wife or (b) death of either of the parties. The aforesaid provision

shall not be subject to modification by any Court. The parties expressly waive the right to ever hereafter to have any Court change or make a different provision for the support and maintenance of Wife, and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to a Court for an increase or decrease in the amount of or a modification of the terms of such support and maintenance as herein provided.

4. PERSONAL PROPERTY - Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. The husband acknowledges that he owns a residential property in PRINCETON Pennsylvania known as SPRUELLS which has a market value of \$ 169,000.00 subject to a mortgage with a balance of \$ 13,000.00 and an automobile make 1985 CAD model CAD year 1985. He denies the existence of any other assets (i.e. stocks, bonds, cash of \$5,000.00 or more in banks or savings and loans, businesses etc.). The wife's belief in the husband's averments as to assets forms the basis for her acceptance of the terms of this Agreement, particularly as they relate to alimony, division of real and personal property and the pursuit of marital property.

All property and any interests and powers now belonging to or hereafter acquired by either of the parties which would otherwise be subject to dower, courtesy, rights of inheritance or other marital rights shall be held by such party as his or her sole and separate property, and each party shall have full power to convey, assign, charge and make testamentary or other disposition of such property, rights or powers as if unmarried. Neither party will at any time claim any right, title or interest of any kind, in any property or rights of the other except as herein provided.

5. MARITAL HOME - The husband owns the improved premises in Carroll County known as 901 Putnam Road, Sykesville, Maryland 21784 (the "Home"). The Home is free and clear of the lien of a mortgage. Simultaneously with the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home and shall execute any Deed, Deed of Trust, Assignment or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Upon the conveyance as aforesaid, Wife shall be solely responsible to pay all expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home, the cost of pest control, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein and shall indemnify Husband from any liability therefore. Husband shall hold and save wife

harmless from all judgments against him that may follow the transfer of title including but not limited to those enumerated in paragraph 2 above. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

6. ACCESS TO COUNSEL; FINANCIAL INFORMATION - Each of the parties is informed as to the financial and other circumstances of the other. Each acknowledges that he or she has full access to independent legal counsel of his or her own selection prior to the execution of this Agreement or knowingly waived the right to counsel and that he or she fully understands and is satisfied with the terms herein contained, and regards said terms as fair and reasonable.

7. COUNSEL FEE - Except as hereinafter specified, each party shall pay his or her own counsel fee incurred with respect to their separation and divorce. Husband shall pay to Donald F. Rogers, Esquire, Attorney for Wife, the sum of One Thousand Dollars (\$1,000.00) as a contribution for counsel fees incurred by her in connection with the separation and divorce of the parties. Said One Thousand Dollars (\$1,000.00) shall be due and payable within fifteen (15) days next following the date of the execution of this Agreement by both parties hereto. Except as otherwise provided herein, each party hereby waives the right to assert any claim against the other party

for counsel fees for legal services rendered to him or her at any time in the past, present or future.

8. FORWARDING OF MAIL AND MESSAGES - Each party agrees that he or she will use all reasonable efforts to see that all mail, deliveries, messages, inquires and the like which come to his or her attention and which are directed to the other party shall be forwarded to the other party, and/or that the originator, shipper, inquiring party, etc., shall be advised of the last known address and telephone number of the other party.

9. SEPARATE PERSONAL PROPERTY - From and after the date of this Agreement, and subject to the provisions hereof, any and all property and any and all interest and powers now belonging to or hereafter acquired by either of the parties which would otherwise be subject to dower, courtesy, rights of inheritance or other marital rights shall be held by such party as his or her sole and separate property, and each party shall have full power to convey, assign, charge and made testamentary or other disposition of such property, rights or powers as if unmarried. Neither party will at any time claim any right, title or interest of any kind, in any property or rights of the other except as herein provided.

10. ESTATE WAIVER - Except for any obligations created by this Agreement or imposed upon the parties by law or any Court (except to the extent waived herein), each party waives all rights, title and interest in and to the estate of the other, including the right to administer the same.

11. FURTHER ASSURANCES - Each party will execute, acknowledge and deliver or cause the same to be done with respect to all such further acts, deeds, covenants or instruments which the other party may reasonably request for the purpose of giving full force and effect to the provisions and substance of this Agreement.

12. SURVIVAL AND ADOPTION OF AGREEMENT - If any Decree of Divorce is granted to either party, the provisions of this Agreement shall be incorporated therein. In all events, this Agreement shall survive any litigation, decrees and orders and shall be binding upon the parties hereto, their heirs, personal representatives and assigns, and any other persons or entities who may make claim through either of them. The terms of this Agreement (including those respecting alimony, maintenance and support) shall not be subject to modification by any Court under Article 16, Section 28 of the Annotated Code of Maryland, except as otherwise provided by law. If the parties shall reconcile or otherwise resume their marital relationship prior to the granting of Judgment of Final Divorce this Agreement shall become null and void, except that any covenants herein which, at that time, have been fully or partially performed shall remain fait accompli to the extent performed.

13. NON-WAIVER - This Agreement shall not be construed as a waiver by either party as to any cause of action for divorce.

14. MARYLAND LAW - All matters affecting the interpretation of this Agreement and the rights of the parties

hereto shall be governed by Maryland Law.

15. AMENDMENTS - This Agreement may be amended at any time, provided that any such amendment be reduced to writing and signed by both parties. If the amendment pertains to the nature of the separation, such amendment shall be verified. If any amendment is made with respect to any part of this Agreement which has been adopted by the Court in any Decree, order or judgment, either party, at the request of the other, will join in a Petition for Amendment or other appropriate pleading to request the Court to reform its decree, judgment or order in accordance with the amendment proposed by the parties.

16. ENTIRE AGREEMENT - This instrument, as amended, represents the entire agreement of the parties; all prior promises, understandings, negotiations and agreements are merged herein.

17. RELEASE - Each of the parties hereto releases and discharges the other from any and all claims of a legal, equitable or other nature existing as of the date of execution of this Agreement. The provisions of this section shall not apply to (a) any duties or obligations created by, continued by, or provided for in this Agreement; (b) any duties or obligations imposed upon either of the parties by this Agreement.

18. SEVERABILITY - All of the terms in this Agreement shall be considered severable from one another, and in the event any Court should determine that any clause is void or

unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

19. REMEDIES - Except as herein provided, this Agreement shall not be construed as limitation upon any equitable, legal or other rights or remedies available to either party with respect to the enforcement of this Agreement or any party thereof. Enforcement may be by means of any action recognized by Maryland Law. The failure of either party to take action to enforce any provisions of this Agreement, to insist upon strict compliance therewith by the other party, or to make complaint with respect to a waiver or modification of this Agreement shall not be construed as a waiver of any rights of enforcement, nor shall the doctrines of estoppel, laches, or limitations be available as defenses with respect to the failure of such party to make complaint or to take action as aforesaid.

IN WITNESS WHEREOF, the parties have set their hands and seals.

Mary T. DeLaurence
WITNESS

Jeannette T. DeLaurence
JEANNETTE T. DELAURENCE

Samuel C. DeLaurence
WITNESS

Samuel C. DeLaurence
SAMUEL C. DELAURENCE

STATE OF MARYLAND CARROLL COUNTY

I HEREBY CERTIFY that on this 26th day of April, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally

appeared JEANNETTE T. DELAURENCE one of the parties of the above instrument, and she made oath in due form of law that she understands the above instrument, that she voluntarily entered thereinto for the purpose of carrying out the terms and conditions therein stated, and that the matters and facts set forth therein are true and correct.

AS WITNESS, my hand and Notarial Seal.

Joseph J. Furman
NOTARY PUBLIC

STATE OF PA COUNTY OF LUZERNE, to wit:

I HEREBY CERTIFY that on this 26th day of APRIL, 1988, before me, the subscriber, a Notary Public of the State of PA in and for the County aforesaid, personally appeared SAMUEL C. DELAURENCE, one of the parties to the above instrument, and he made oath in due form of law that he understands the above instrument, that he voluntarily entered thereinto for the purpose of carrying out the terms and conditions therein stated, and that the matters and facts set forth therein are true and correct.

AS WITNESS, my hand and Notarial Seal.

Joseph J. Furman
NOTARY PUBLIC

My Commission Expires:

2065

JOSEPH J. FURMAN, NOTARY PUBLIC
LYONS BOROUGH, LUZERNE COUNTY
MY COMMISSION EXPIRES APRIL 29, 1991
Member, Pennsylvania Association of Notaries

KATJA SHAVER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
MATTHEW GLENN SHAVER	*	CARROLL COUNTY
Defendant	*	CASE NO.: CV 4525

JUDGMENT OF ABSOLUTE DIVORCE

These proceedings having been read and considered by the Court, it is this 8th day of March, 1990, by the Circuit Court for Carroll County;

ORDERED, that the Plaintiff, KATJA SHAVER is hereby granted a Judgment of Absolute Divorce from the Defendant, MATTHEW GLENN SHAVER;

IT IS FURTHER ORDERED, that Katja Shaver and Matthew Glenn Shaver be and they are hereby denied alimony by reason of their express waivers thereof; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, KRISTINA ANN SHAVER, be joint, with Katja Shaver being designated the primary care custodian, the child to primarily reside with Katja Shaver; and

IT IS FURTHER ORDERED, that Matthew Glenn Shaver to be allowed to have the minor child in his custody alternating weekends from 9:00 a.m. on Saturday to 6:00 p.m. on Sunday; and alternating holidays from 9:00 a.m. to 5:00 p.m. commencing with Easter Sunday, 1990 (with Defendant) and thereafter alternating on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day; and

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IT IS FURTHER ORDERED, that the minor child shall spend Mother's Day and Father's Day with the respective parent notwithstanding anything else in this Judgment; and

IT IS FURTHER ORDERED, that Defendant shall pay to Plaintiff, as child support, the sum of \$55.00 per week, said payments to be made through the Bureau of Support Enforcement (Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 21157), all of which is subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding.

IT IS FURTHER ORDERED, that Katja Shaver and Matthew Glenn Shaver shall each keep as their absolute property whatever property they presently are holding and further division shall not be made by reason of their express waivers thereof;

IT IS FURTHER DETERMINED, that Matthew Glenn Shaver is current with his child support payments to the date of this Order;

AND, IT IS FURTHER ORDERED, that the Defendant, Matthew Glenn Shaver pay the cost of these proceedings.

Raymond E. Beck, Jr.
JUDGE

APPROVED AS TO FORM:

Charles J. Balint
CHARLES J. BALINT, ESQUIRE
8312 Liberty Road
Baltimore, Maryland 21207
(301) 922-0900

Attorney for Plaintiff

Keith D. Saylor
KEITH D. SAYLOR, ESQUIRE
117 East Main Street
P.O. Box 2002
Westminster, Maryland 21157
(301) 848-1160; 876-1680

Attorney for Defendant

BOOK 40 PAGE 17

JEAN L. FRYE : In the
Plaintiff : Circuit Court
vs : for
ROGER LEON FRYE and : Carroll County
CATHERN UTZ :
Defendants : Case No. CV 4819

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29th day of March, Nineteen Hundred and Ninety, that the above-named Plaintiff, Jean L. Frye, be and she is hereby granted an Absolute Divorce from the Defendant, Roger Leon Frye; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 9, 1990, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rick E. Burns
Judge

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LARRY W. GIBLIN
CLERK

BOOK 40 PAGE 18

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of MARCH, 1990, by and between JEAN L. FRYE, ("Wife") and ROGER LEON FRYE, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on November 21, 1974 in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since November 1, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time

hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. MONETARY PAYMENT

Simultaneously with the execution of this Agreement, Husband shall pay to Wife the full and final sum of Fifteen Hundred Dollars (\$1,500.00).

5. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

6. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

7. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party

covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

8. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

9. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. *Wife shall be responsible for all court costs, including MASTER'S*
~~The parties shall divide all open Court costs, including any~~
~~FEES.~~
~~Master's fees, equally between them.~~

10. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if

any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Keith D. Engler Jean L. Frye (SEAL)
JEAN L. FRYE
Udeline M. Zetter Roger L. Frye (SEAL)
ROGER LEON FRYE

ARLENE M. ZEPHAN
Notary Public of New Jersey
My Commission Expires Feb. 6 - 1990

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 9th day of March, 1990, the above-named JEAN L. FRYE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Keith D. Engler
NOTARY PUBLIC
My Commission Expires: 2/1/90

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 3 day of MARCH, 1990, the above-named ROGER LEON FRYE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Adeline M. Zietlin
 NOTARY PUBLIC
 My Commission Expires: 2-5-95

NOTARY PUBLIC
 State of Maryland
 My Commission Expires Feb. 5 - 1995

DORIS JANE HEDRICK : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 PAUL HARRISON HEDRICK : CARROLL COUNTY
 Defendant : CASE NO. CV4234

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29th day of March, 1990, that the Plaintiff, DORIS JANE HEDRICK, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, PAUL HARRISON HEDRICK; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, KRYSTAL LYNN HEDRICK (born June 22, 1985) be and the same remain with the Plaintiff as set forth in the Order of this Court dated March 16, 1988; and

IT IS FURTHER ORDERED, that the Defendant be and he is hereby authorized to visit with the minor child of the parties every other Sunday afternoon from 2:00 o'clock PM to 4:00 o'clock PM, said visits to be in the presence of the Plaintiff's mother, Helen Leishear and her husband, or either of them, all of which is subject to the further Order of this Court; and

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 CIRCUIT COURT
 CARROLL CO., MD
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 LARRY W. SHIPLEY
 CLERK

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Thirty-Five Dollars (\$35.00) per week, and, in addition, that he pay the sum of Ten Dollars (\$10.00) per week to be allocated to the arrearage of Three Thousand Four Hundred Twenty-Five Dollars (\$3,425.00) (less any credit due subsequent to the hearing), said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding and the Master's fee in the amount of Seventy-Two Dollars (\$72.00).

John L. Burns, Jr.
JUDGE

DEBBIE D. DUQUETTE : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
DONALD R. DUQUETTE : CARROLL COUNTY
Defendant : CASE NO. CV7334

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of March, 1990, that the Plaintiff, DEBBIE D. DUQUETTE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DONALD R. DUQUETTE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, KIMBERLY MICHELE DUQUETTE (born March 17, 1976) and KEVIN MICHAEL DUQUETTE (born April 29, 1979), be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Nine Hundred Dollars (\$900.00) per month per child, said payments being subject to the further Order of this Court and subject to the following provisions of law; and

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Filed March 29, 1990

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as alimony the sum of Five Hundred Dollars (\$500.00) per month accounting from January 15, 1990 for a period of five (5) years or upon the death or remarriage of the Plaintiff; and

IT IS FURTHER ORDERED, the foregoing provisions relating to child support and alimony, in addition to being subject to the further Order of this Court, are subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated February 27, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.

Duke K. Burns Jr.

JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 27th day of February, 1990, by and between Debbie D. Duquette, hereinafter referred to as "Wife" and Donald R. Duquette, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

Parties were married by religious ceremony on March 17, 1973. Two children were born to the parties as a result of their marriage; Kimberly Michele Duquette, born March 17, 1976; and Kevin Michael Duquette, born April 29, 1979.

Irreconcilable differences have arisen between the parties for which reason they have been living separate and apart without cohabitation since November 30, 1988. The parties do hereby consent and agree voluntarily to live separate and apart from one another hereafter in separate abodes without cohabitation, with the purpose and intent of ending their marriage.

It is the mutual desire of the parties to this Agreement to formalize their voluntary separation and to settle all questions regarding alimony, support and maintenance, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or by tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

*Ph #1
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NOW THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, a receipt of which is hereby acknowledged, the parties hereto covenant and agree with each other and for their respective heirs, personal representatives, and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any grounds for divorce which either of them may now or hereinafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since November 30, 1988, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other nor to exert of demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on, and engage in any business, profession, or employment which to him or her may seem advisable.

3. Hence forth, each of the parties shall own, have, and enjoy independent of any claim or right of the other party, all items of property of every kind, nature, and description wheresoever situate, which are now owned or held by him or her, or as distributed as per this Agreement, with the full power to him or her to dispose of the same as fully and effectually in all respects and for all the purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry our the terms of the Agreement.

FURNITURE AND FURNISHINGS

4. The Wife shall retain and own all household furniture, furnishings, and equipment attendant to the maintenance to the home now located in or about the family home located at 7430 Brangles Road, Marriotsville, Maryland. The Husband hereby expressly grants to the Wife any and all of his interests therein.

5. The Husband shall retain and own all household furniture, furnishings, and equipment attendant to the maintenance of his apartment and now located in or about his apartment.

PERSONAL EFFECTS

6. The Wife hereby agrees that the Husband shall own, have, and enjoy independent of any claim or right of the Wife all wearing apparel, personal ornaments, and other personal property belonging to the Husband and now in his possession, custody, or control.

7. The Husband hereby agrees that the Wife shall own, have, and enjoy independent of any claim or right of the Husband all wearing apparel, personal ornaments, and other personal property belonging to the Wife and now in her possession, custody, or control.

NO FURTHER DEBTS

8. The parties hereto agree that no further debts will be contracted in the name of the other party and agree to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge, cause, or permit to be charged to or against the other any purchase or purchases which either of them may hereinafter make and neither party shall hereinafter secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

PROPERTY WAIVER

9. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights, or causes of action that he or she may have against the other by reason of any waiver, cause, or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

10. Each party hereby waives, releases, and relinquishes to the other all rights or claims of dower, curtesy, descent, inheritance, distribution, and all other rights or claims

growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal, or mixed, and whether now or hereinafter acquired, and each will upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, his or her heirs, assigns, or personal representatives and will join upon request, with the spouse or his or her heirs, personal representatives, or assigns, in executing any deed or deeds to any real property now or hereinafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

11. Each of the parties hereby waives any right, claim, or interest in any real or personal property owned by or in the possession of the other, except as otherwise provided herein. Neither party shall be entitled to any claim, right or interest to such property as may be owned or possessed.

AUTOMOBILE TRANSFER

12. The Husband hereby transfers and assigns to the Wife all of his right, title, and interest in and to the automobile now titled in the Wife's name. The Wife hereby transfers and assigns unto the Husband all of her right, title, and interest in and to the van now titled in the names of both the parties, and she shall execute such documents as may be necessary or property for the issuance of a new certificate of title for said automobile in Husband's name alone. The Husband shall pay the costs, if any, for the transfers of title mentioned above.

The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the van.

TRANSFER OF REAL PROPERTY

13. The parties own, as tenants by the entireties, the fee simple improved residential premises, located in Marriotsville, Carroll County, Maryland, known at 7430 Brangles Road, which property has been jointly maintained and used by the parties throughout their marriage as the family home. The home shall be placed for sale and upon the sale of the home at any time, the equitable proceeds of sale shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

ATTORNEY'S FEES AND COURT COSTS

14. The Husband shall be responsible for his own attorney's fees arising out of the parties' separation, this Agreement, and any divorce action. Wife shall be responsible for her own attorney's fees arising out of the parties' separation, this Agreement, and any divorce action. If a divorce proceeding is brought by either party against the other, the Husband shall be responsible for all Court costs hereof, including any Master's fees.

PROFIT INVESTMENT PLAN

15. The Husband is a participant in a Profit Investment Plan maintained by his employer as a pension plan. The monies invested in the Profit Investment Plan were earned during the marriage of the parties and the monies existing in the plan are

marital property. The Husband shall present the Wife with documentation of the current value of the Profit Investment Plan within thirty (30) days of the date of this Agreement and shall make application to the Plan for payment to the Wife of one-half (1/2) of the accumulated current cash value of the Profit Investment Plan minus one-half (1/2) of the taxes and penalties incurred in withdrawing said sum within ten (10) days of the date of this Agreement.

CHILD CUSTODY AND VISITATION

16. Wife shall have sole, legal and physical custody and control of the children, Kimberly Michele Duquette and Kevin Michael Duquette, subject to the following:

- (a) The principal residence of the children shall be with the Wife.
- (b) The Husband shall have reasonable visitation with the children and shall give reasonable notice to the Wife of his desire to visit with said children.
- (c) The Husband shall have the duty to notify the Wife in the event that the Husband is unable to take the children during a pre-arranged visitation period. The Husband agrees to pay for any reasonable day care fees incurred by the Wife that are necessitated by the Husband's inability to take the children during a pre-arranged visitation period.
- (d) The Husband shall arrange and pay the cost of transporting the children to and from visitation.

(e) The parties state that the best interest and welfare of their children are of paramount consideration. They shall each make every effort to foster the respect and affection of the children for the other party and shall do nothing that would injure the children's opinion of the other, or that would hamper the free and natural development of the love and affectionate for the other. Each party shall notify the other promptly in the case of any serious illness or injury of any of the children while they are in his or her possession, custody, or control.

(f) The parties shall confer with each other with respect to all important matters pertaining to the children's health, welfare, education, and upbringing, and shall work together to arrive at harmonious policies and decisions calculated to promote the children's best interest.

CHILD SUPPORT

17. The Husband shall pay the Wife for the support and maintenance of the two (2) minor children the sum of Nine Hundred Dollars (\$900.00) per month, per child, commencing on January 15, 1990. One-half (1/2) of said amount shall be paid on the first (1st) day of each month thereafter and one-half (1/2) of said amount shall be paid on the fifteenth (15'th) day of each month thereafter. The Husband's obligation to pay child support for an individual child under this paragraph shall be terminated when the child reaches the age of 18, marries, dies, or becomes self-supporting, whichever shall

occur first. Child support under this paragraph has been calculated on the basis of the Husband's present stated gross income of Eighty Thousand Dollars (\$80,000.00). The Husband shall make available to the Wife all records necessary to determine any request for an increase. In no event shall the amount of child support decrease.

EDUCATION OF THE CHILDREN

18. The Husband agrees to pay for the continuing education of each of the children up to the then existing cost of tuition and room and board at the University of Maryland, College Park. The Husband shall pay tuition and room and board on behalf of each child directly to the particular school that the child chooses to attend, payable when these bills are due. The Husband agrees to pay for such schooling for up to five years after the individual child graduates from high school. Parties agree that the individual child may choose to go to college, technical school, divinity school, or any other accredited institute of higher learning. The Husband's obligation under this Paragraph shall arise after the children have made reasonable application for scholarship and other forms of financial aid such as work-study.

SUMMER CAMP

19. Husband agrees to pay for the children to attend summer camps. These camps may be athletic, educational, religious, or a combination of activities. Their price shall be reasonable, as determined by both of the parties, and the

Husband's responsibility to pay for summer camp shall terminate for each child when that child turns eighteen (18) years of age.

ALIMONY

20. The Husband shall pay alimony to the Wife in the sum of Five Hundred Dollars (\$500.00) per month for a period of five (5) years from January 15, 1990. One half of this amount (\$250.00) shall be due on the first and fifteenth day each month thereafter. The Husband's obligation to pay alimony to the Wife shall terminate upon the death or remarriage of the Wife.

HEALTH INSURANCE

21. Husband shall keep in full force and effect at Husband's expense, comprehensive health insurance coverage for the benefit of the minor children. The Husband shall maintain said health insurance for the benefit of the minor children until each child completes his or her continuing education entered into directly from high school, or sooner marries, dies, or becomes self-supporting. If an individual child does not enter continuing education directly from high school, the Husband's obligation to maintain insurance on behalf of the child shall end when the child becomes eighteen (18) years of age. The Husband shall pay sixty percent (60%) of and the Wife shall pay forty percent (40%) of any medical, prescription

drug, dental, or orthodontic expenses incurred by or on behalf of the children not covered by insurance.

22. Husband shall keep in full force and effect, at Husband's expense, comprehensive health insurance for the benefit of the Wife until the date of final absolute divorce.

LIFE INSURANCE

23. The Husband shall keep in full force and effect, at his expense, the life insurance policy he now has on his life. The minor children of the parties shall be irrevocably designated as the sole beneficiaries of said life insurance policy, at least until such time as both have become 25 years of age.

24. The Wife shall keep in full force and effect, at her expense, the life insurance policy she now has on her life. The minor children of the parties shall be irrevocably designated as the sole beneficiaries of said life insurance policy, at least until such time as both have become 25 years of age.

DEBTS AND INDIVIDUAL CREDIT

25. Except as otherwise provided herein, each party shall assume all responsibility for the debts contracted by himself or herself subsequent to the date of this Agreement, and shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, the Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they

contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them prior from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

WAIVER OF ESTATE CLAIM

26. Each party releases and relinquishes any and all claims and rights that he and she may have had, they now, or they hereafter acquire:

(a) To share in any capacity or any extent whatsoever in the estate of the other, whether by way of statutory allowance, distribution in intestacy, or election to take against or under the other party's last will and testament or otherwise; or

(b) To act as personal representative of the other party's estate or to act in regard to the probate of the other party's Last Will and Testament in any manner whatsoever.

LAST WILL AND TESTAMENT

27. Except as otherwise provided herein, each of the parties hereto shall have the right to make and execute such Last Will and Testament as he or she may deem proper, and may make disposition of his or her estate, in his or her life time, or after his or her death, as he or she may see fit, be the said estate real or personal, or of whatsoever description, and wheresoever the same may be situated, any provisions of law in

the State of Maryland or elsewhere now or hereafter in force notwithstanding.

MUTUAL RELEASE

28. Except as herein to the contrary provided, the parties hereto shall and do hereby mutually remise, release, and forever discharge each other from any and all actions, suits, debts, claims demands, and obligations whatsoever, both in law and in equity, which either of them ever had, have now, or may hereafter have against the other, upon or by reason of any matter, cause, or thing up to the date of the execution of this Agreement, it being the intention of the parties hereto that henceforth there shall be, as between them, only such rights and obligations as are specifically provided by this Agreement.

INCORPORATION OF AGREEMENT IN DIVORCE DECREE

29. If either party shall hereafter obtain a final decree of divorce against the other, this Agreement and the provisions hereof shall, by reference or otherwise, be incorporated into but not merged with said decree, and the party obtaining such decree of divorce shall not incorporate, attempt to incorporate, or cause to be incorporated any provision to such decree contrary to or at variance with the terms of this Agreement, nor will either party attempt to enforce any decree or judgment which is contrary to or at variance with the provisions hereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof,

in said decree, then and in that event the parties, for themselves and their respective heirs, representatives, and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

FAIRNESS OF AGREEMENT

30. Each party to this Agreement has had the opportunity to have the provisions of the Agreement and their legal effect explained to them by their respective counsel, and each party affirms and acknowledges that both the legal and practicable effects of this Agreement in each and every respect and the financial statuses of the parties have been fully explained to both parties and they both acknowledge that it is a fair agreement and is not a result of any fraud, duress, or any undue influence exercised by any party upon the other or by any other person or persons upon either; and they further agree that this Agreement contains the entire understanding of the parties and that there are no representations, promises, warranties, covenants, or undertakings other than those expressly set forth herein.

WAIVER OF TERMS

31. The failure of the parties to insist, in any one or more instances, upon a strict performance of any of the covenants or provisions of this Agreement shall not be construed as waiver or a relinquishment for the future of such covenant or provision, but the same shall continue and remain in full force and effect.

MODIFICATION OF THE TERMS

32. Before any changes to this Agreement shall have any effect, the changes must be specified in writing and signed by each of the parties.

FURTHER ASSURANCES

33. Each of the parties covenants and agrees to execute, acknowledge, and deliver to the other any and all papers, documents, instruments, and writings that may reasonably be required to effectuate the objects and purpose of this Agreement.

CONTROLLING

34. This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

HEARINGS - CAPTIONS

35. The captions and headings utilized in this Agreement are for identification and convenience purposes only and can in no way be construed contrary to the intent and meaning of the separate paragraphs that they identify in the body of this Agreement.

WITNESS

The hands and seals of the parties hereto:

E. Susan Miller
Witness

Debbie D. Duquette (SEAL)
DEBBIE D. DUQUETTE

Charles D. Jones
Witness

Donald R. Duquette (SEAL)
DONALD R. DUQUETTE

STATE OF MARYLAND)
COUNTY OF) to wit:

I HEREBY CERTIFY, that on this 27th day of February, 1990, before me, the subscriber, a Notary Public in and for the above-named jurisdiction, personally appeared Debbie D. Duquette and made oath in due form of law that the matters set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her Act.

AS WITNESS, my hand and Notarial Seal.

E. Simon Miller
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF Baltimore) to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 1990, before me, the subscriber, a Notary Public in and for the above-named jurisdiction, personally appeared Donald R. Duquette and made oath in due form of law that the matters set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his Act.

AS WITNESS, my hand and Notarial Seal.

Carol Anne
Notary Public
My Commission Expires: 7/1/90

TIMOTHY J. DUNNIGAN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 PATRICIA DUNNIGAN : CARROLL COUNTY
 Defendant : CASE NO. CV2556

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5th day of January, 1990, that the Plaintiff, TIMOTHY JOSEPH DUNNIGAN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATRICIA ANN DUNNIGAN; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding.

Raymond C. Beck, Jr.
 JUDGE

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 CIRCUIT COURT
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 LARRY W. SHULTZ
 CLERK

MICHAEL ROBERT SHAY : In the
 Plaintiff : Circuit Court
 vs. : for
 VICKY LYNN SHAY : Carroll County
 Defendant : Case No. CV 7732

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 10th day of January, Nineteen Hundred and Ninety, that the above-named Plaintiff, Michael Robert Shay, be and he is hereby granted an Absolute Divorce from the Defendant, Vicky Lynn Shay; and

It is further ADJUDGED and ORDERED that the Plaintiff, Michael Robert Shay, be and he is hereby awarded the guardianship and custody of Isaac Michael Shay and Justin Winfield Shay, the minor children of the parties hereto, with the right unto the Defendant, Vicky Lynn Shay, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$32.50 per child per week, for a total of \$65.00 per week, accounting from December 31, 1989, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that Defendant shall pay Plaintiff the arrearage in child support in the amount of \$880.00 within six months from the date of this Judgment; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burns
JUDGE

FREDERICK W. STEPHENS	*	IN THE
Plaintiff and	*	CIRCUIT COURT
Counter-Defendant	*	FOR
vs.	*	CARROLL COUNTY
SONDRA A. STEPHENS	*	MARYLAND
Defendant and	*	Case No. CV 3528
Counter-Plaintiff	*	

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

The Court, having considered the evidence and testimony submitted by the Plaintiff;

It is ORDERED this ~~22nd~~ ^(21st) day of December, nineteen hundred and eighty-eight, that the above-named Plaintiff, Frederick W. Stephens, be and he is hereby divorced absolutely from the Defendant, Sondra A. Stephens; and

It is further ORDERED that the Voluntary Separation and Marital Settlement Agreement dated December 16, 1988 between the parties hereto and filed in this cause of action be merged herein and made a part hereof, as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of this proceeding.

Paul K. Burns
JUDGE

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CARROLL COUNTY
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VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 16th day of December, 1988, by and between SONDR A. STEPHENS, hereinafter called "Wife", party of the first part, and FREDERICK W. STEPHENS, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 12, 1956, in Montgomery County, Maryland and three children were born to them as a result of the marriage; namely, Craig Curtis Stephens, born July 17, 1959 (deceased); Clifton Curtis Stephens, born January 20, 1969, and Victoria Louise Stephens, born June 29, 1970.

On May 15, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the education of their children, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant



and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since May 15, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each party shall be entitled to retain his or her clothing, and personal effects. Each party shall inventory all personal property which he or she currently has in his or her possession since the date of separation, but has subsequently transferred to another by gift, sale or exchange. With reference to any item so transferred, each party shall identify the person or entity who received the item and the consideration furnished by the said party. The parties further agree to attempt to equally divide the household chattels, furnishings, appliances, ornaments, jewelry, equipment, tools, farm equipment and other

personal property in order to allow each party to retain property which is equal in value to that property retained by the other. In the event that the parties are unable to agree to such a division, the parties agree that the property shall be sold at public sale and the proceeds which remain after the payment of the expenses of sale shall be divided equally between the parties. Husband shall be entitled to retain the 1985 Oldsmobile, 1982 Ford Escort Station Wagon to be used by the parties' son, and the 1973 Ford F-750 truck which are titled in Husband's sole name. Wife shall be entitled to retain the 1988 Chevrolet Celebrity and the 1981 Dodge Aries which is to be made available for the parties' daughter to use. Husband agrees to execute such documents as may be necessary for the issuance of a new certificate of title in wife's name. Each party agrees to assume any and all obligations in connection with the vehicle which he or she is entitled to retain and to indemnify and save the other harmless from any and all liability in connection with said obligations.

4. The parties agree that they have satisfactorily divided all bank accounts and each party waives all claims to any account which is registered in the sole name of the other or jointly with any third party.

5. Husband owns a number of cemetery lots and the parties' deceased son, Craig Curtis Stephens, is buried in one of these lots. Husband agrees to transfer to Wife the cemetery lot next to the lot in which their son is buried, in order that Wife may be buried there if she so elects. Should Wife elect not to

be buried in that lot, the parties agree that Wife or her personal representative shall convey said lot back to Husband.

6. Husband owns the real property known as 56 Winters Street, Westminster, Maryland, which is titled in his sole name. Husband shall be entitled to retain said property free and clear of any claim by Wife.

7. The parties agree that all of their joint debts and obligations have been satisfied and each party agrees to indemnify and save the other harmless from any and all liability in connection with any obligation which he or she has incurred in his or her sole name or jointly with any third party. Wife agrees to assume the obligation to Psychological Health Associates and to indemnify and save Husband harmless from any and all liability in connection therewith. Husband acknowledges receipt of an insurance check in the amount of \$202.00 which was paid to him as reimbursement for this obligation. Husband further agrees to pay said sum to Wife within thirty (30) days from the date of this Agreement.

8. The parties own as tenants by the entireties two parcels of real property known as "the farm" which is comprised of 3801 West Watersville Road, Mt. Airy, Maryland, (recorded among the land records of Carroll County, in Liber 944, folio 65) which consists of approximately 106 acres and improvements and 3847 West Watersville Road, (recorded among the land records of Carroll County in Liber 398, folio 312) which consists of one acre upon which is situated the marital home and other improvements. The parties contemplate the sale of approximately

102 acres of said real property in combination with approximately 106 acres which is owned by the Husband's mother and which adjoins the real estate owned by the parties. To that end, the parties agree that within fifteen (15) days of the date of this Agreement they will list 3801 West Watersville Road with a licensed real estate broker doing business in Carroll County, Maryland. Said realtor shall be selected by agreement of the parties or their counsel. Husband owns in his sole name 1.40119 acres, (recorded among the land records of Carroll County in Liber 823, folio 152) more or less, of unimproved real estate which is located on the south side of Watersville Road and which adjoins the aforementioned jointly owned real property. This property shall hereinafter be referred to as the "entrance parcel". Within fifteen (15) days of the date of this Agreement, Husband agrees to list the entrance parcel with the same realtor with whom the parts shall have listed the jointly owned real property (known as 3801 West Watersville Road), and said entrance parcel shall become part of the total listing being offered for sale by the parties and by Husband's mother. Husband agrees that he shall not sell (except in conjunction with the other aforementioned real estate to be sold by the parties), hypothecate or in any way encumber said entrance parcel. The parties further agree that approximately 4 acres shall be reserved to the parties and excluded from the listing contract. Of that 4 acres Husband shall retain as his sole property approximately 2.5 acres contiguous to his mother's home and Wife shall retain as her sole property approximately 1.5 acres

contiguous to the marital home and to include the existing red equipment building. Wife shall also retain the marital home known as 3847 West Watersville Road. The property which Wife is to retain is shown on the attached survey which is marked Exhibit A and is outlined in red. The property which Husband is to retain is shown on the attached survey which is marked Exhibit A and is outlined in yellow. The parties agree that they shall have said parcels surveyed at their joint expense, and that said survey shall include a description of a fifty foot wide right-of-way to be reserved in order to allow ingress, egress and regress between the reserved parcels and Watersville Road; or, alternatively, the contract for the sale of the real estate owned by the parties in conjunction with the real estate owned by Husband's mother shall require the Buyer to provide access to the Sellers which is suitable to them. The parties agree that the balance of the jointly owned real estate, consisting of approximately 102 acres, and the entrance parcel, consisting of approximately 1.40119 acres, shall be sold in combination with and subject to the same listing contract as the adjoining real estate, consisting of approximately 106 acres, which is owned by Husband's mother. The parties agree that Husband's mother shall receive a percentage of the gross proceeds of the sale equal to 106/209 of the gross proceeds of sale and that they shall receive a percentage equal to 103/209 of said proceeds. If the parties agree to alter the proposed 4 acre reservation, the distribution ratio shall be similarly adjusted on a pro-rata basis of acreage ownership.

The parties agree that it is in their mutual interest to obtain the highest and best price for said real estate as is possible under current market conditions; however, the parties further agree that said sale should be accomplished as expeditiously and promptly as possible to enable the Buyer to participate in the on-going Town annexation and rezoning process; and to assist their children with their college education expenses. They agree, therefore, to cooperate fully to accomplish these goals.

The property shall be listed for an initial period of ninety (90) days with the Husband as listing agent for O'Connor, Piper & Flynn, Realtors. Thereafter, the property shall be listed with Husband for additional sixty (60) day periods unless the parties shall agree to shorten or lengthen said subsequent listings. Said listing contracts shall provide that the parties shall accept any offer to purchase the property which contains the following terms and conditions: (and which contains only those contingencies which are reasonably calculated to assure and promote prompt and expeditious settlement).

a. The purchaser shall pay a non-refundable deposit in the amount of \$100,000.00 at the time of the signing of the contract of sale.

b. The minimum purchase price shall be \$4,200,000.00 which shall be adjusted upward at the rate of \$10,000.00 per each residential density unit for which purchaser is able to obtain approval from the applicable governmental agencies in excess of 400 units.

c. Settlement shall occur within ninety (90) days of the date of the contract of sale. Should the purchaser desire to extend the date of settlement he shall have the option to purchase an extension of settlement for a period of ninety (90) additional days for the sum of \$100,000.00 which shall not be placed in escrow, but shall be paid directly to the parties hereto and to Husband's mother in proportion to their respective percentages of ownership and which shall be credited against the purchase price, but which shall not be refundable in the event that the purchaser fails to settle on the property. At the end of said ninety-day extension the parties shall have the right to grant additional like extensions in consideration of the payment of \$100,000.00 for each such extension. However, the parties shall have the right to refuse to grant further extensions and to declare the contract of sale null and void at the end of any such extension.

The parties agree that to the extent they receive any payments as consideration for granting the aforementioned extensions, they shall equally divide said payments as they are received after the payment of the mortgage, property taxes and insurance and 103/209 of any development and annexation costs associated with the property which have been incurred since February 1, 1986. Wife agrees that she shall reimburse Husband from her share of said payments for one-half of all the above-enumerated expenses which Husband has previously paid.

d. Unless the parties otherwise agree, the

contract shall contain no provision which requires or obligates the parties to hold any mortgage or otherwise finance part of the purchase price.

e. Buyer shall subdivide the property so as to integrate the marital home and the reserved four acres into his subdivision plan. Said subdivision and integration shall give Sellers the right to use and enjoy (at no expense to Sellers) any improvements constructed thereon for the benefit of the entire subdivision. Said improvements shall include but are not limited to, curbs, gutters, use-in-common driveways, common areas, public sewage and public utilities and easements.

f. Any listing contract which the parties sign shall expressly provide that no realtor's commissions shall have been deemed to have been earned until and unless settlement occurs. Husband agrees that any commission due him as listing agent shall be waived or shall be shared with Wife and his mother based on their pro-rata share of ownership.

At settlement the parties shall equally divide their share of the net proceeds of sale which remain after deducting from their share of the gross sale price, (a) 103/209 of any broker's commission incurred in connection with the sale, (b) 103/209 of all expenses of sale, including development and annexation costs, and closing costs, and (c) all of the principal, accrued interest and any prepayment penalty due on the mortgage or any other lien or encumbrance of record against the jointly owned real estate.

The parties further agree that they shall be equally

responsible for the payment of the mortgage (including principal and interest), property taxes and insurance and 103/209 of documented development and annexation costs which were incurred from February 1, 1986, until settlement and remain unpaid as of the date of Settlement. Wife shall reimburse Husband from her share of the proceeds of sale for one-half of any such documented expenses which have previously been paid by Husband and for which Husband has not been previously reimbursed.

Wife further agrees and she does hereby grant to Husband an option to purchase the house, the lot upon which it is situated, and approximately 1.5 acres which she is entitled to retain under the terms of this Agreement for \$160,000.00. Should Wife elect to sell said property prior to settlement on the sale of the remaining farm acreage, she shall notify Husband by certified mail of her intent to sell said property. Husband shall have thirty (30) days from the receipt thereof to notify Wife by certified mail of his intent to exercise his option to purchase and shall then have forty-five (45) days after so notifying wife to go to settlement. At settlement Husband shall pay settlement costs (except the cost of the preparation of any documents necessary to release any liens which have been placed on the property during the period of Wife's ownership). Wife shall satisfy the balance due on the mortgage on the marital home. Husband shall pay to Wife at settlement the sum of \$20,000.00 and shall execute a confessed judgment note in favor of Wife in the principal amount of \$140,000.00. Said note shall further provide that Husband shall pay to Wife the sum of \$650.00

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or until settlement on the sale of the remaining farm acreage, whichever first occurs,

per month which shall be applied against principal only for one year from the date of settlement. Thereafter Husband shall make monthly payments on the then remaining balance with interest at the rate of 9 1/2 percent per annum. Payments shall be based on a twenty year amortization schedule. At settlement on the sale of the remaining farm acreage the balance on the note shall be paid to Wife from Husband's share of the proceeds of said sale. To the extent the Wife has any tax liability for any interest imputed to her as income during the first year, Husband shall reimburse Wife for one-half of said tax from his share of the proceeds from the sale of the farm acreage.

In the event Wife elects to sell the house, the lot upon which it is situated, and approximately 1.5 acres prior to settlement on the sale of the remaining farm acreage and should Husband elect not to exercise his option to purchase, any contract to sell said house and reserved acreage to a third party shall contain a provision which shall explain that it is the intent to sell the surrounding farm acreage for development purposes. It shall further require said third party purchaser of the house and reserved acreage to agree to release, relinquish, or quitclaim the existing right-of-way road which is used for ingress, egress and regress to the marital home in favor of one to be provided by the purchaser/developer of the remaining farm acreage (as part of the development plan which is approved by the necessary governmental agencies).

Should Wife elect to sell the house and reserved acreage, after settlement on the sale of the remaining farm

acreage she shall notify Husband by certified mail of her intent to sell said property and shall simultaneously submit an appraisal of said property prepared by a certified appraiser doing business in Carroll County. Should Husband be dissatisfied with said appraisal, he shall have thirty (30) days from the date of its receipt to submit to Wife an appraisal prepared by a second certified appraiser doing business in Carroll County. Should Wife be dissatisfied with Husband's appraisal, the first two appraisers shall select a third certified appraiser doing business in Carroll County who shall appraise the property and whose appraisal shall be binding on both parties. Husband shall then have sixty (60) days from the date of the receipt of the third appraisal to settle on the property. At settlement Husband and Wife shall share settlement costs as previously provided herein. The house shall be conveyed to Wife immediately after the execution of this Agreement. The 1.5 acre and 2.5 acre reserved parcels shall be conveyed to Wife and Husband respectively subject to any delays necessitated to complete any surveys or any other steps in the development and subdivision process but, in no event, prior to the execution of the contract for the sale of the remaining farm acreage. Each party shall pay all settlement costs, including preparation of documents, in connection with the parcel or parcels which he or she is entitled to retain hereunder.

9. The parties' son, Clifton, is presently enrolled as a student at Virginia Polytechnic Institute and the parties' daughter, Victoria, plans to enroll at Towson State University in

September of 1988. The parties agree to be jointly and equally responsible for the payment of each child's educational expenses which shall include tuition, room, board, books and standard fees. Each child presently has a college fund from which his or her educational expenses are now being paid. Once those funds have been exhausted, the parties agree that they will assume joint and equal responsibility for the payment of the above-enumerated expenses. The parties' obligation under this paragraph as to each child shall continue so long as said child said child's twenty-second birthday. It is the parties' intent that Wife shall not make actual payments for above-enumerated expenses until such time as settlement shall occur on the sale of the jointly-owned real estate. Prior to said settlement Husband will advance Wife's share of said expenses and Wife will execute, upon request by Husband, a promissory note or notes in favor of Husband in the total amount of any sums so advanced. At the time of settlement on the jointly-owned real estate, Wife shall contribute from her share of the proceeds of sale one-half of all such expenses which have previously been incurred. From that date she will likewise continue to contribute one-half of all expenses incurred thereafter as the same becomes due and payable. Notwithstanding the above, however, the parties further agree that should Wife's financial condition improve substantially prior to settlement on the real estate, so as to then enable her to pay her share of said expenses, she shall immediately begin to pay her share as said expenses become due and payable.

10. Husband agrees to maintain the existing medical and

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hospitalization insurance for the benefit of the children for so long as they be eligible for dependent coverage. The parties agree that they shall be equally responsible for any medical, dental, or optical expenses which may be incurred for said children, but which are not covered by insurance.

11. Husband agrees to pay to Wife \$1,000.00 per month as alimony until the first to occur of the following events: (a) ~~remarriage of Wife;~~ ^{with an adult male unrelated to her by blood or marriage} (b) residence by Wife ^{as if they were} ~~married;~~ (c) death of Wife; (d) death of Husband; (e) receipt by Wife at settlement of her share of the net proceeds from the sale of the jointly-owned farm acreage. ^{Alimony payments shall commence on January 1, 1989, and shall be due on the first day of each month thereafter.}

12. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees, Master's fee and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

13. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his, or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under

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Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying. *It is so* *With the exception of the last sentence of this paragraph, or the provisions*

14. Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interest the other may have in any pension plan, profit-sharing plan, or any

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other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Wife shall, within ten (10) days of the request by Husband, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation. However, *she shall retain any survivor's benefits with regard to* *the Civil Service System Survivor Annuity Benefits* *to which she may be entitled* Husband's ~~Social Security~~ in the event she is predeceased by Husband.

15. Each party warrants that he or she has made full and complete disclosure to the other of all property and assets in which he or she has any interest whatsoever. Each party further acknowledges that the other has signed this Agreement in reliance upon the accuracy and completeness of said disclosure. This Agreement is expressly contingent upon the completeness and accuracy of said disclosure and any material or substantial omission or misrepresentation shall render this Agreement null and void at the option of the party who relied thereon.

16. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry

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out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated, annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

17. Should either party breach any term of this Agreement, he or she shall be liable to the other for any expenses incurred to enforce said term including, but not limited to, attorney's fees, Court costs, Master's fees and fees for expert witnesses.

18. With the approval of any Court of competent jurisdiction in which any divorce may now be pending, or which may hereafter be instituted, this Agreement shall be merged into any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to merge this Agreement, or any provision thereof, in said Decree, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

19. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and

liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and them.

20. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

21. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

22. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Michael M. Gallows Sondra A. Stephens (SEAL)
SONDRA A. STEPHENS
Witness: Frederick W. Stephens (SEAL)
FREDERICK W. STEPHENS

STATE OF MARYLAND, ~~CARROLL~~ ^{Montgomery} COUNTY, to wit:

I hereby certify that on this 16th day of December, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Sondra A. Stephens, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

Frederick W. Stephens
Notary Public

My Commission Expires:

STATE OF MARYLAND, CARROLL COUNTY, to wit:

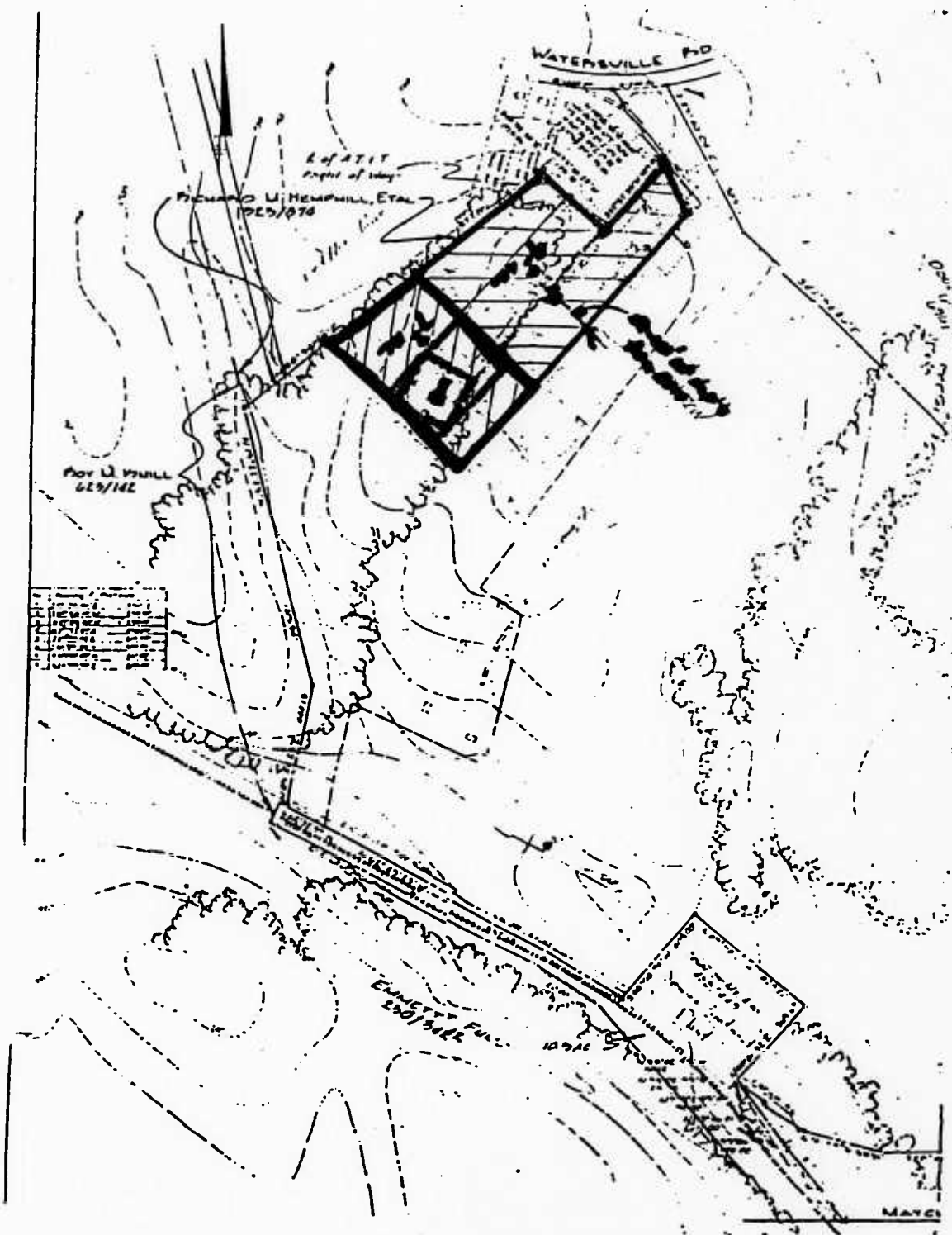
I hereby certify that on this 15th day of December, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick W. Stephens, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.



Michael M. Galloway
Notary Public

My Commission Expires: 7/1/90



ROBERT FRANKLIN BARTON, JR. : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JANICE DENESE BARTON : CARROLL COUNTY
Defendant : CASE NO. CV6188

JUDGMENT OF DIVORCE

This case standing ready for hearing, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *10th* day of April, 1990, that the Plaintiff, ROBERT FRANKLIN BARTON, JR. be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JANICE DENESE BARTON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ROBERT FRANKLIN BARTON, III (born May 17, 1984) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances, all of which is subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Two Hundred Fifty Dollars (\$250.00) per month, said payments to be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21157, all of which is subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 22, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Bach, Jr.
JUDGE

6188

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22ND day of December, 1989, by and between ROBERT FRANKLIN BARTON, JR., hereinafter referred to as the "Husband", and JANICE DENISE BARTON, hereinafter referred to as the "Wife".

WHEREAS, the parties to this agreement were lawfully married to each other in a religious ceremony on August 21, 1982 ~~in June, 1986~~, in Montgomery County, Maryland.

WHEREAS, one child has been born of this marriage, namely, ROBERT F. BARTON, III, born May 17, 1984.

WHEREAS, on or about May 15, 1986, the parties ceased living together as Husband and Wife and have ever since that time lived separate and apart, without cohabitation, and desire by the execution of these presents to agree mutually and voluntarily to continue to live separate and apart.

WHEREAS, since the time of the marriage, the parties have acquired certain real and personal property.

WHEREAS, the parties are desirous of adjusting and settling all rights and obligations arising from the state of matrimony between them, all property rights they have in the estates of one another, including the rights of dower and curtesy, and all claims and rights of inheritance, maintenance and support, which each may have upon the other.

WHEREAS, in order to be fully advised and informed in connection with negotiations for and the preparation of this agreement, the Husband is represented by Elizabeth M. Tripp of Mount Airy, Maryland and the Wife is represented by Stephen L. Lefebvre, Esq. of Germantown, Maryland.

NOW, THEREFORE, for and in consideration of the reasons cited above and the mutual promises and covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

ELIZABETH M. TRIPP
ATTORNEY AT LAW
THE CASTLE CENTRE
SUITE 7
106 PROSPECT ROAD
MOUNT AIRY, MD 21771
TELEPHONES
301-831-4900
BALTO. LINE
795-7505

Plu # 1
3/6/90
am

ITEM I

MUTUAL AND VOLUNTARY SEPARATION

The parties to this agreement, upon execution hereof, intend that their separation shall be made with the intention to terminate the marriage by reason of the mutual and voluntary consent of each of them.

Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her.

Neither party will communicate with the other party without the other party's free consent, except to effectuate fully the separation of the parties and this agreement.

ITEM II

RECONCILIATION

No continuation, reconciliation or resumption of the marital relationship shall operate to void this agreement. It is the mutual intent of the parties that the provisions of the agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

ELIZABETH M. TRIPP
ATTORNEY AT LAW
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BALTO. LINE
795-7505

ITEM III

PROPERTY DIVISION

The parties have heretofore or contemporaneously with the execution of these presents, divided or agree to divide the properties, both real and personal, which they own either together or separately, as follows:

Except as otherwise specifically mentioned in this agreement, each party shall own, have and enjoy, independently of any claim or the right of the other all items of real or personal property of every kind, now or hereafter owned or held by him or her, with full power to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

Husband shall have exclusive possession of and title to all personal property in the marital domicile, saving any clothes and items of a personal nature belonging exclusively to Wife, which ^{will be} ~~items have already been~~ distributed to Wife ^{within 30 days of this Agreement.} ~~RTJ~~

Each party shall retain the motor vehicle in his or her possession, holding the other harmless for any and all obligations associated therewith. In the event that any documentation is required to transfer title to any motor vehicle from joint names to the sole name of one of the parties, each party agrees to cooperate fully in securing such documentation.

Each party shall retain possession and ownership of any bank accounts, IRA accounts, savings bonds or credit union accounts in his or her respective name.

ITEM IV

REAL PROPERTY

Upon the execution of this agreement or as soon thereafter as the proper documentation has been prepared and upon the payment by Husband to Wife of the sum of Thirty-five thousand and no/100 Dollars (\$35,000.00), Wife shall convey all her right, title and interest in the matrimonial domicile at 1502

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785-7505

East Ridgeville Boulevard, Mount Airy, Maryland, to Husband, provided that he shall save and hold harmless Wife for all property expenses in connection therewith, including mortgage payments, taxes, insurance and property maintenance. [See attached Addendum.] ~~RTJ~~

ITEM V

INDEBTEDNESS

Husband will assume sole responsibility for any indebtedness of the parties incurred prior to the separation of the parties. Husband and Wife will each assume sole responsibility for his or her own credit indebtedness subsequent to the separation of the parties. Husband and Wife mutually agree not to cause any further charge to be placed against any joint account of the parties.

ITEM VI

INCOME TAX

The parties shall agree to file separate Federal and Maryland income tax returns for the calendar year 1989 and thereafter unless both parties mutually shall agree to file jointly.

ITEM VII

ATTORNEY FEES AND COURT COSTS

The parties shall pay their own respective attorney fees. However, in the event of any intentional or arbitrary breach of the terms of this agreement from and after the date of this agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney fees. Court costs in any action occasioned by such breach shall be paid by the losing party.

ITEM VIII

CHILD CUSTODY

Wife shall have the care, custody and control of the minor child, ROBERT F. BARTON, III., subject, however, to reasonable visitation rights by the Husband.

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785-7505

ITEM IX

SUPPORT

Husband's contribution for the support of the minor child shall be set at Two hundred fifty and no/100 Dollars (\$250.00) per month, and shall continue until he is relieved from such obligation by operation of law. The first such payment shall be due one month from the execution of this agreement, and shall continue monthly thereafter.

ITEM X

VISITATION

The Husband shall have the right to visit the child at any reasonable time; and, upon reasonable notice to the Wife, she shall, consistent with the child's school schedule, permit the child, upon the request of the Husband, to visit with Husband at his residence or to visit with him on recreational trips or outings.

In addition to the foregoing, the Husband may, at his option, have the child with him:

1. Alternate week-ends
2. Either the Christmas or Easter school vacation
3. One month of the Summer school vacation

Failure of the Husband to exercise the foregoing rights shall not be construed as a waiver of the foregoing rights.

In the event of any major illness or accidental injury of the child, at any time, the party then having possession of the child shall immediately communicate with the other party by telephone or other means where possible, and during such illness each party shall have the right to visit the child as often as he or she desires.

The parties further agree that each shall be provided with the name, address and telephone number of all babysitters the minor child is left with during the day if the child is not at either party's residence with a babysitter, in order for the babysitter to be contacted in the event of any family emergency.

ELIZABETH M. TRIPP
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BALTO. LINE
785-7805

ITEM XI

INSURANCE

Husband agrees to maintain his existing medical insurance policy through his employment or a policy similar thereto, with coverage for the minor child until he has attained the maximum age coverable by the policy. The parties shall equally pay any medical, dental, optical, pharmaceutical or ophthalmological expenses for the minor children which are not covered under the terms of the policy.

ITEM XII

ALIMONY AND SUPPORT OF WIFE AND HUSBAND

EXCEPT AS OTHERWISE EXPRESSLY MENTIONED HEREIN, AND NOTWITHSTANDING THE MUTUAL INTENTION OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE ENTITLED TO BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART, IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. WITH THE SIGNING OF THIS AGREEMENT, HOWEVER, BOTH HUSBAND AND WIFE WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, HUSBAND AND WIFE EXPRESSLY AND WITHOUT RESERVATIONS, HEREBY COVENANT, AGREE, RECITE AND DECLARE AS FOLLOWS:

That Husband and Wife expressly waive, release and discharge, absolutely and forever, all their right, claim and demand to alimony, alimony pendente lite, support or maintenance for each from the other, now or in the future.

ITEM XIII

DOWER AND INHERITANCE RIGHTS

Unless otherwise herein provided, and excepting any claim which either party may have for the other's breach of this agreement, each party hereby waives, releases and relinquishes unto the other all rights or claims of

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ATTORNEY AT LAW
THE CASTLE CENTRE
SUITE 7
106 PROSPECT ROAD
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BALTO. LINE
785-7805

dower, curtesy, descent inheritance, distribution and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired and each will, upon request of his or her spouse, execute good and sufficient release of dower and curtesy to the other spouse, his or her heirs and assigns, or to anyone else designated by the other spouse, his or her heirs and assigns, or personal representatives, or will join, upon request, with the spouse, or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

ITEM XIV

SEVERABILITY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect all other provisions of this agreement, nor the Husband's obligation for contribution under the terms hereof.

ITEM XV

DIVORCE

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become a part of such decree, and shall be enforceable as a part hereof. In the event the Court shall fail or decline to incorporate this agreement, or any provision

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795-7505

thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demand whatsoever, in law or in equity, which either of the parties had or now has against the other.

ITEM XVI

MODIFICATION AND WAIVER

Subject to Order of Court, no modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

ITEM XVII

BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities; and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

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ITEM XVIII

FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

ITEM XIX

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

AS WITNESS the hands and seals of each of said parties duly witnessed.

Lawrence Jones Robert Franklin Barton, Jr.
Witness ROBERT FRANKLIN BARTON, JR.

George S. Bell Janice Denese Barton
Witness JANICE DENESE BARTON

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct and that I have personal knowledge of and understand the facts asserted herein.

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Robert Franklin Barton, Jr.
ROBERT FRANKLIN BARTON, JR.

STATE OF MARYLAND

COUNTY OF FREDERICK

to wit:

I hereby certify that on this 22ND day of November, 1989, before me, a Notary Public of the State and County aforesaid, personally appeared ROBERT FRANKLIN BARTON, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be his act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
July 1, 1990

Elizabeth M. Tripp
Notary Public

ELIZABETH M. TRIPP

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct and that I have personal knowledge of and understand the facts asserted herein.

Janice Denese Barton
JANICE DENESE BARTON

STATE OF MARYLAND

COUNTY OF Montgomery

to wit:

I hereby certify that on this 14th day of December, 1989, before me, a Notary Public of the State and County aforesaid, personally appeared JANICE DENESE BARTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
July 1, 1990

Diletta Lefebvre
Notary Public

1745A

DILETTA LEFEBVRE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

ELIZABETH M. TRIPP
ATTORNEY AT LAW
THE CASTLE CENTRE
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ADDENDUM

In addition to the language contained in Item IV of the Voluntary Separation and Property Settlement Agreement (hereinafter referred to as "the Agreement"), the parties agree that the Husband shall have first right to purchase all of the Wife's right, title and other interest in the said real property under the terms contained in Item IV of the Agreement for a period of not longer than 90 days after the date of the Agreement with time being of the essence. If the Husband fails to settle on the said first right within the said 90 day period, the parties agree to list the property for sale with a broker and sell it to the first purchaser offering a reasonable purchase price. Upon sale of the property, the first \$35,000.00 of the net proceeds of sale shall be paid to the Wife and the remaining balance of the net proceeds, regardless of amount, shall be paid to the Husband. The net proceeds of the sale shall mean such sum as remains after deducting from the gross sales price: (a) any broker's commission and/or attorney's fees incurred in connection with the sale; (b) all expenses of sale and closing costs; (c) the mortgage; and (d) the cost of any necessary repairs or improvements which may be reasonably necessitated to go to settlement on the real property.

Law Offices of
STEPHEN L. LEFEBVRE

12850 Middlebrook Road
Suite 209
Germantown, MD 20874

3460 Olney Laytonville Road
Suite 223
Olney, MD 20822

(301) 428-9720

Witness

Witness

Robert Franklin Barton, Jr.
Robert Franklin Barton, Jr.

Janice Denise Barton
Janice Denise Barton
12-14-89

THOMAS B. COLLINS : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
PAMELA A. COLLINS : CARROLL COUNTY
Defendant : CASE NO. CV6314

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 10th day of April 1990, that the Plaintiff, THOMAS BRICE COLLINS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PAMELA ANN COLLINS; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, THOMAS MICHAEL COLLINS (born July 11, 1984) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Four Hundred Thirty-Three Dollars (\$433.00) per month, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the

Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, per Stipulation of the parties that the Plaintiff pay unto the Defendant the sum of Five Thousand Dollars (\$5,000.00) accounting from March 13, 1990, said sum to be payable in Twelve (12) monthly increments of Four Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$466.67) each, the first payment to be due One (1) month from the aforesaid date, by separate check, said payments being in full payment of any and all claims from every kind and nature whatsoever which the Defendant has or will ever have against the Plaintiff (except a paternity and support issue which remains before the Court); and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck, Sr.
JUDGE

PAUL FULTON HOSHALL, JR.	*	IN THE
Plaintiff and	*	CIRCUIT COURT
Counter-Defendant	*	FOR
vs.	*	CARROLL COUNTY
SANDRA JEAN HOSHALL	*	Case No. CV 7126
Defendant and	*	
Counter-Plaintiff	*	

CONSENT JUDGMENT

Testimony having been taken in Open Court on April 11, 1990, it is this 11th day of April, 1990, ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff is granted an absolute divorce from the Counter-Defendant; and

The parties having reached agreement on various issues and with their consent, it is FURTHER ORDERED:

A. That Counter-Plaintiff shall have the care and custody of the minor children of the parties, Trudy Lynn Hoshall, Kimberly Ann Hoshall and Jenna Renee Hoshall; and the Counter-Defendant shall have reasonable rights of visitation, said visitation to include overnights upon proper notice to the Counter-Plaintiff; and

B. That the Counter-Defendant shall pay to the Counter-Plaintiff the sum of \$147.00 a week child support; and

The Counter Defendant shall advise the Court of any change in address and/or employment within ten (10) days of the change as long as this support order is in effect or the Counter-Defendant will be subjected to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Counter-Defendant's not receiving notice of proceedings for earnings withholding. If the Counter-Defendant accumulates an arrearage in support payments amounting to more than thirty (30) days of

support, the Counter-Defendant will be subject to automatic earnings withholding; and

C. That the Counter-Defendant shall provide medical insurance for the benefit of the minor children of the parties until such time as the youngest living child reaches the age of eighteen (18), becomes self-supporting or dies, whichever shall first occur. The Counter-Plaintiff shall assume responsibility for the first \$200.00 per year of uninsured medical expenses incurred on behalf of the children. Any uninsured medical expense incurred in excess of \$200.00 per calendar year shall be divided equally between the parties. Medical expenses are defined to include optical and dental expenses; and

D. That the Counter-Defendant shall pay to the Counter-Plaintiff the sum of \$50.00 per week alimony until such time as the Counter-Plaintiff dies, remarries, or until the youngest living child of the parties reaches age eighteen (18), whichever shall first occur. In no event shall the amount of alimony be increased during this period of time. Counter-Defendant shall be denied alimony; and

E. That the Counter-Defendant shall have the right to claim all minor children as deductions for tax year 1989. For tax year 1990 and every year subsequent thereto, the Counter-Plaintiff shall have the right to claim Trudy and Kimberly as deductions for tax purposes, and the Counter-Defendant shall have the right to claim Jenna as a deduction for tax purposes; and

F. That the Counter-Defendant shall transfer to the Counter-Plaintiff any interest that he may have in the property known as 1306 Summit Street, Hampstead, Maryland 21074. The Counter-Plaintiff shall indemnify and hold the Counter-Defendant harmless with respect to

payments of mortgage, insurance and real estate taxes with respect to said residence; and

G. That the parties hereto will divide equally monies currently held at Farmers & Mechanics Bank at such time as the CD deposited at the Bank matures; and

H. That the Counter-Defendant transfers to the Counter-Plaintiff any interest that he may have in a IRA in the Counter-Plaintiff's name; and

I. That each party shall keep the personal property currently in their possession; and

J. That the Counter-Plaintiff shall transfer to the Counter-Defendant any interest that she may have in a 1986 Pontiac automobile and the Counter-Defendant shall indemnify and hold the Counter-Plaintiff harmless with respect to any loans outstanding with respect to the purchase of said vehicle; and

K. That the Counter-Plaintiff shall transfer to the Counter-Defendant any interest that she may have in BG&E stock currently titled jointly or in the name of the Counter-Defendant; and

L. That the Counter-Plaintiff shall transfer to the Counter-Defendant any interest that she may have in a BG&E savings and pension plan in the Counter-Defendant's name; and

M. That the Counter-Defendant shall join in signing any necessary documents to pledge the Counter-Plaintiff's share of the monies in the Farmers & Mechanics Bank account previously referred to herein as collateral for a loan at this time; and

N. All open court costs shall be divided equally between the parties;

All subject to the further order of this Court.

John K. Bump
JUDGE

APPROVED AS TO FORM:

Sandra Jean Hoshall
SANDRA JEAN HOSHALL
Counter-Plaintiff

Marc G. Rasinsky
MARC G. RASINSKY
Attorney for Counter-Plaintiff

Paul Fulton Hoshall Jr.
PAUL FULTON HOSHALL, JR.
Counter-Defendant

Jeffrey H. Gray
JEFFREY H. GRAY
Attorney for Counter-Defendant

NANCY YVONNE LENHART : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MICHAEL KENT LENHART : CARROLL COUNTY
Defendant : CASE NO. CV8501

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{17th} day of ^{April} ~~March~~, 1990, that the Plaintiff, NANCY YVONNE LENHART, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MICHAEL KENT LENHART; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, GEORGE DOUGLAS LENHART (born February 25, 1980) and PEGGY ANN LENHART (born September 29, 1982) be joint with primary physical custody with the Plaintiff and reserving unto the Defendant reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Twenty-Five Dollars (\$25.00) per week per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

- (1) If the Defendant accumulates support payments

for April 17, 1990

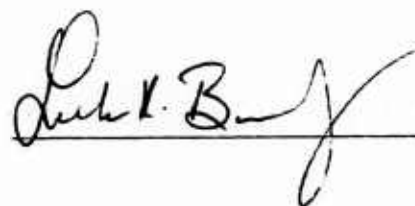
arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 14, 1987 and the Addendum thereto dated January 10, 1990, to the extent that the same are not inconsistent with this Order, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT


THIS AGREEMENT is entered into this 14th day of October, 1987, by and between NANCY YVONNE LENHART, hereinafter called "WIFE", and MICHAEL KENT LENHART, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 29, 1979 in Carroll County, Maryland. Two (2) children were born to them as a result of their marriage, namely, GEORGE DOUGLAS LENHART, born February 25, 1980; and PEGGY ANN LENHART, born September 29, 1982. Differences have arisen between the parties and they are now and have been since July 28, 1987, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or

Pl #1
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hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relation with the other, or to exert or demand any right to reside in the home of he other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or

convenient to enable the other party to deal with his or her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his/her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY, VISITATION AND SUPPORT

A. The parties have agreed that it is in the children's best interest that the parties have joint custody. The parties agree to confer with each other and share decision making authority as to important decisions affecting the welfare and upbringing of

the children, with a view towards arriving at decisions which will promote the best interests of the children.

B. The parties agree that in order to insure continuing association between the children and both parents, the children's physical custody shall be shared as follows:

1. During the time that the children are in school, the Wife shall have the right to have the children with her every weekend from 6:00 p.m. on Friday to 5:00 p.m. on Sunday.

2. When the children are not in school, the Wife shall have the right to have the children with her every weekend from 6:00 p.m. on Friday to 5:00 p.m. on Monday.

3. The Wife shall have the right to have the children with her for a three (3) week continuous period during the summer of each calendar year.

4. The Wife shall have the right to have the children with her at such other times by agreement between the parties.

5. Husband shall have the right to have the children with him at all other times.

C. During the period in which a parent is acting as physical custodian, that parent shall be responsible for the daily expenses incurred by that child or children.

D. Neither party shall come to the premises of the other for visitation without a prior telephone call or otherwise making prior arrangements. Husband and Wife shall keep the other advised of any changes of residence, address, and telephone numbers.

4. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

5. INSURANCE.

A. Health Insurance. Husband agrees to maintain his existing medical insurance policies, with coverage for the Wife until the parties have been granted an absolute divorce, and for each of the children until the age of eighteen (18) years.

B. Automobile Insurance. Each party shall be solely responsible to pay the premiums for automobile insurance on their own automobiles, and each party shall hold and save the other harmless from the expenses which they covenant to pay in this paragraph, and shall indemnify each other from any liability therefor.

6. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other

party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

C. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1985 Toyota Truck and the Model 250 and 350 Honda Trikes. Some of said vehicles may be subject to loans. Husband hereby agrees to assume sole responsibility to pay said loan, if any, and Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. To effectuate the purpose of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and writings as may be

necessary to effect the registration of said automobiles in the Husband's name alone.

D. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1985 Pontiac automobile and the 1976 Tagalong Camping Trailer. Said vehicles may be subject to a loan. Wife hereby agrees to assume sole responsibility to pay said loan, if any, and Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. To effectuate the purpose of this paragraph, Husband shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said trailer in Wife's name alone.

7. DEBTS.

Husband shall assume all responsibility for debts contracted by the parties, for either of them, up to the date of this Agreement, and shall hold and save Wife harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other

harmless, and indemnify the other, from any such debts or obligations.

8. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of widower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of

Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

10. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

11. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event

the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

12. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

13. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

14. VOLUNTARINESS AND ACKNOWLEDGEMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

15. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

16. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

17. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

John A. Harow

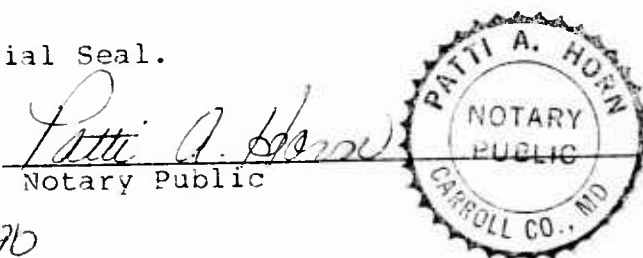
John A. Harow

Nancy Y. Lenhart (SEAL)
Nancy Y. Lenhart

Michael K. Lenhart (SEAL)
Michael K. Lenhart

STATE OF MARYLAND, CARROLL COUNTY, to wit:
I HEREBY CERTIFY that on this 12th day of October,
1987, the above-named NANCY YVONNE LENHART, personally appeared
before me and made oath in due form of law that the matters and
facts set forth in the foregoing Agreement with respect to the
voluntary separation of the parties are true and correct as
therein stated and acknowledged that the said Agreement is in
fact her act and deed and that she has full understanding
thereof.

AS WITNESS my hand and Notarial Seal.



My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:
I HEREBY CERTIFY that on this 12th day of October,
1987, the above-named MICHAEL KENT LENHART, personally appeared
before me and made oath in due form of law that the matters and
facts set forth in the foregoing Agreement with respect to the
voluntary separation of the parties are true and correct as therein
stated and acknowledged that the said Agreement is in fact his act
and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



My Commission Expires: 7/1/90

ADDENDUM TO VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 10th day of January, 1990,
by and between Nancy Yvonne Lenhart, hereinafter called "Wife",
and Michael Kent Lenhart, hereinafter called "Husband".

WHEREAS, the parties hereto entered into a Voluntary
Separation and Property Settlement Agreement on October 14, 1987,
to resolve their domestic difficulties; and

WHEREAS, the parties hereto wish to modify certain terms
of said Voluntary Separation and Property Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and
mutual covenants and understandings of each of the parties, the
parties hereby covenant and agree as follows, all as of the
effective date hereof:

1. Section Three, entitled "Child Custody, Visitation
and Support," Paragraph B, shall be rescinded, and in lieu
thereof, the following provisions shall apply regarding the
children's physical custody, to wit:

1. Physical custody of the children shall be with
the Wife.

2. Husband shall have the right to have the
children with him every weekend from 6 p.m. on Friday to 6 p.m.
on Sunday.

3. All other provisions of said Voluntary
Separation and Property Settlement Agreement shall remain in full
force and effect.

LAW OFFICES
SILBINGER, COLEMAN
& TIMCHULA
50 Winters Street
Westminster, Maryland 21157
Frederick Office •
237 West Patrick Street
Frederick, Maryland 21701

Ph #2
3/13/90
or

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

[Signature] (seal)
Nancy Yvonne Lenhart
Witness
Sammy D. Swell
Witness
Michael Kent Lenhart (seal)
Michael Kent Lenhart

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of January, 1990, the above-named Nancy Yvonne Lenhart, personally appeared before me and made oath in due form of law, that the matters and facts set forth in the foregoing Agreement, with respect to the voluntary separation of the parties, are true and correct as therein stated, and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
FRANK D. COLEMAN
NOTARY PUBLIC
CARROLL CO., MD.

My Commission Expires: 07/01/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of JANUARY, 1990, the above-named Michael Kent Lenhart, personally appeared before me and made oath in due form of law, that the matters and facts set forth in the foregoing Agreement, with respect to the voluntary separation of the parties, are true and correct as therein stated, and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 07/01/90

MARIA KATHLEEN MORELAND
Plaintiff
vs.
CURTIS RODNEY MORELAND, SR.
Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CASE NO: CV7483

JUDGMENT FOR ABSOLUTE DIVORCE

UPON CONSIDERATION of the pleadings and the testimony presented before this Court, it is, this 16th day of April, 1990, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Marie Kathleen Moreland, be and the same is hereby divorced absolutely from the Defendant, Curtis Rodney Moreland; and it is further

ORDERED that the Consent Judgment submitted by the parties at the hearing on March 23, 1990, in this matter, be and the same is hereby incorporated into this Judgment; and it is further

ORDERED, that the Consent Order dated January 26, 1990, entered into between Carroll County Department of Social Services, assignee of Maria Kathleen Moreland and Curtis Rodney Moreland, Sr., be and the same is incorporated into this Judgment; and it is further

ORDERED, that the parties hereto shall equally divide the cost of these proceedings.

Blake K. Burns
Judge

LAW OFFICES
SILBINGER & COLEMAN
50 Winters Street
Westminster, Maryland 21157
Frederick Office
220 West Patrick Street
Frederick, Maryland 21701

MARIA KATHLEEN MORELAND
Plaintiff
vs.
CURTIS RODNEY MORELAND, SR.
Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CASE NO: CV7483

CONSENT JUDGMENT

UPON STIPULATION and agreement of the parties, it is this 23rd day of March, 1990, by the Circuit Court for Carroll County, Maryland,

ORDERED that the guardianship and custody of Curtis Rodney Moreland, Jr. (born September 4, 1985) be, and it is hereby awarded unto the Plaintiff, Maria Kathleen Moreland, and it is further,

ORDERED, that the Defendant, Curtis Rodney Moreland, Sr., shall have the right to visit and have the aforementioned child with him, in accordance with the following schedule:

Sunday, March 25, 1990, from 10:00 a.m. to 6:00 p.m.
Monday, April 2, 1990, from 1:00 p.m. to 4:30 p.m.
Sunday, April 8, 1990, from 10:00 a.m. to 6:00 p.m.
Monday, April 16, 1990, from 1:00 p.m. to 4:30 p.m.
Saturday, April 21, 1990, from 5:00 p.m. to Sunday April 22, 1990, at 6:30 p.m.
Monday, April 30, 1990, from 1:00 p.m. to 4:30 p.m.
Saturday, May 5, 1990, from 6:00 p.m. to Sunday May 6, 1990, at 6:00 p.m.
Friday, May 18, 1990, from 6:00 p.m. to Sunday May 20, 1990, at 6:00 p.m.
Every other weekend thereafter from Friday evening at 6:00 p.m. to Sunday evening at 6:00 p.m.
The holidays of Thanksgiving, Christmas, and Easter from 2:00 p.m. to 6:00 p.m. of each named holiday;

LAW OFFICES
SILBINGER & COLEMAN
50 Winters Street
Westminster, Maryland 21157
Frederick Office
220 West Patrick Street
Frederick, Maryland 21701

Filed March 23, 1990

One week summer visitation beginning in the year 1991.
And at such other times as may be agreed upon by
the parties.

and it is further

ORDERED, that the Defendant shall be responsible for
transportation of the said minor child to the Defendant's
residence for visitation and that the Plaintiff shall be
responsible for transportation of the said minor child to
Plaintiff's residence at the conclusion of each visitation set
forth above; and it is further

ORDERED, that the costs of these proceedings shall be
equally divided between the parties.

Robert E. Burns, Jr.
JUDGE

The foregoing Order is consented to by the parties:

Maria Kathleen Moreland
Maria Kathleen Moreland
Plaintiff

Curtis Rodney Moreland
Curtis Rodney Moreland
Defendant

Diana J. Wallace
Diana J. Wallace
Attorney for Plaintiff
50 Winters Street
Westminster, Maryland 21157
(301) 876-6565

Sandra F. Haines
Sandra F. Haines
Attorney for Defendant
179 East Main Street
Westminster, Maryland 21157
(301) 848-2900

CARROLL COUNTY DEPT. OF SOCIAL
SERVICES, Assignee of:
Maria Kathleen Moreland
Plaintiff

vs.

Curtis Rodney Moreland, Sr.
c/o Mann's Liquors
3101 Baltimore Boulevard
Finksburg, Maryland 21048
(Carroll County)
* * * * *

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
CASE NO: CV-7483
B.O.S.E. NO: 06-103042
* * * * *

CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Defendant,
Curtis Rodney Moreland, Sr., and James F. Brewer, Assistant State's Attorney for
Carroll County Attorney for Plaintiff:

1) That Curtis Rodney Moreland, Sr. admits he is the father of the
minor child(ren), Curtis Rodney Moreland, Jr. (DOB: 9/04/85)
and admits his duty of support to his minor dependent(s) under the laws
of the State of Maryland and admits the Jurisdiction of this Court.

2) That the Defendant shall pay by way of **WAGE LIEN** on his/her earnings,
commissions, fees, any form of periodic payment, or any other monies due to
the Defendant, through his/her employer, *Mann's Liquors & Liquors,*
3101 Baltimore Blvd,
Finksburg, Md 21048, the sum of *\$55.00* per *week*
effective *January 29, 1990*, for the support and maintenance of the said minor
child(ren) until the said child(ren) marries, become(s) self-supporting, reaches
the age of majority, dies, whichever shall first occur. Payments to be forwarded
to the Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland
21157-0800 within ten (10) days of the day on which the earnings are paid to the
employee. (All payments are to show the above B.O.S.E. Number)

Filed Jan 24 1990

3) That the Defendant shall notify the Court and the Bureau of Support Enforcement of any change of address or employment within ten (10) days of such change or will be subjected to a penalty not to exceed Two Hundred Fifty (\$250.00) Dollars and may result in the Defendant not receiving notice of proceedings for Earnings Withholding.

4) That the Defendant shall provide health/hospitalization insurance coverage for his/her minor child(ren) if available at no cost or reasonable cost through his/her employment and provide the Plaintiff and the Bureau of Support Enforcement with evidence of coverage within two (2) weeks from the date of this Consent Order.

5) That this Lien on Earnings shall remain effective on any and all future employers upon whom a copy of the Lien Order may be served.

6) That the payment of support and/or maintenance takes priority over payment of debts and other obligations.

7) That the party who marries (or remarries) and accepts additional obligations of support does so with the full knowledge of his or her prior obligations under this proceeding, and will be given no consideration for those additional obligations when accused of "contempt of court" for failure to make the payments as Ordered.

8) That the Defendant shall pay the Court costs of this proceeding as taxed by the Clerk of the Circuit Court.

9) That if the Defendant accumulates arrears in support payments amounting to more than thirty (30) days of support, the Defendant shall be subject to Earnings Withholding.

James F. Brewer
James F. Brewer
Assistant State's Attorney

Jan 23, 1990
Date

Curtis R. Moreland Sr.
Defendant - Curtis Rodney Moreland, Sr.

212-96-6857
SOCIAL SECURITY NUMBER

WHEREFORE, the Court having read and considered the above Agreement, and being satisfied that the terms are fair and reasonable, it is hereby;

ADJUDGED, that the Defendant is the father of the minor child(ren) and owes an obligation to support the minor child(ren). And it is;

ORDERED, that the terms of the Agreement are incorporated into and made a part of this Order, all being subject to further Order of this Court.

APPROVED AND SO ORDERED this

26th day of *January*, 19*90*.

JUDGE *Raymond E. Bach, Sr.*

SA002/87

RECEIVED IN
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CLERK

MICHELE M. HEFFNER * IN THE
 Plaintiff/Counter- * CIRCUIT COURT
 Defendant *
 v. * FOR
 LANNY R. HEFFNER * CARROLL COUNTY
 Defendant/Counter- * Civil Action No.:
 Plaintiff * CV 6727
 * 7359-10-609

...ooo0ooo...

JUDGMENT OF ABSOLUTE DIVORCE

This cause having come before this Court, and the Court having heard testimony and received the recommendations of Patricia P. McDonald, Esquire, counsel for the minor child of the parties, concerning custody, visitation, and other matters affecting said minor child, it is this 23rd day of April, 1990, by the Circuit Court for Carroll County, ADJUDGED, ORDERED, and DECREED:

That the said MICHELE M. HEFFNER the above-named Plaintiff/Counter-Defendant, be, and she is granted an ABSOLUTE DIVORCE from the Defendant/Counter-Plaintiff, LANNY R. HEFFNER; and

IT IS FURTHER ORDERED, that the Voluntary Separation and Marital Settlement Agreement between the parties dated December 8, 1989, a copy of which is attached hereto, relative to custody, visitation, child support, alimony, property rights, counsel fees, court costs, etc. (the "Agreement"), be and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant/Counter-Plaintiff LANNY R. HEFFNER be and he hereby is granted the care and custody of BRYAN LEE HEFFNER, minor child of the parties; Defendant/Counter-Plaintiff shall, however, consult with Plaintiff/Counter-Defendant prior to making any major decisions concerning the Child's education, health, religion, and general welfare; he shall inform Plaintiff/Counter-Defendant periodically as to the Child's progress in school; and he shall keep her informed of the identity of the Child's doctor, the name of the Child's school, and the nature of any serious medical problems the Child may have; and

IT IS FURTHER ORDERED, that the Plaintiff/Counter-Defendant MICHELE M. HEFFNER shall have the right and privilege to visit with and have said minor child with her every other weekend from 7:00 p.m. on Friday until 7:00 p.m. on Sunday, consistent with this Court's Order dated November 3, 1989, except that Plaintiff/Counter-Defendant is to have the Child with her for the weekend of December 22nd 1989, as set forth below; one (1) week during the month of July and one (1) week during the month of August; holidays including Christmas, Christmas Eve, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving in alternating years; the Child's birthday in alternating years, Plaintiff/Counter-Defendant to have the Child with her on his birthday in 1990; Mother's Day in every year, Defendant/Counter-Plaintiff to have the Child with him on Father's Day in every year; holiday

visitation shall have priority over any scheduled weekend visitation; Plaintiff/Counter-Defendant shall be responsible to pick up and return the Child to and from Defendant/Counter-Plaintiff's home for visitation, all in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that Plaintiff/Counter-Defendant shall have the right to have free and private telephone access, without the necessity of Defendant/Counter-Plaintiff being present, to the Child prior to 9:00 p.m. on school nights and 10:00 p.m. on weekends, except during the dinner hour of 6:00 p.m. to 7:00 p.m., all in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that Plaintiff/Counter-Defendant shall have the right to visit with and have the Child with her Christmas Eve 1989 and for the period from December 22, 1989 through December 24, 1989 at 8:00 p.m.; and Defendant/Counter-Plaintiff shall have the Child with him from Christmas Eve at 8:00 p.m. continuing through Christmas Day; and

IT IS FURTHER ORDERED, that the minor child BRYAN LEE HEFFNER shall continue counseling with Howard B. Adler, LGSW, or a successor counselor of the Family & Children's Services of Central Maryland, 22 North Court Street, Westminster, Maryland 21157, until Mr. Adler or a successor counselor discharges the minor child from his care and treatment; and

IT IS FURTHER ORDERED, that Defendant/Counter-Plaintiff shall deliver and pick up the Child from his counseling

sessions with Mr. Adler or a successor counselor; and

IT IS FURTHER ORDERED, that Plaintiff/Counter-Defendant shall pay through the Bureau of Support Enforcement of this Court, 10 Distillery Drive, Westminster, Maryland 21157, the sum of Thirty Dollars (\$30.00) per week for the support and maintenance of the Child, accounting from the week of December 10, 1989, in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that the said Plaintiff/Counter-Defendant shall pay the cost of daycare during her summer visitation with the Child in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that the said Defendant/Counter-plaintiff shall maintain, at his expense, for the benefit of the Child, the existing policy of health insurance or equivalent insurance, until the first to occur of the date the Child shall no longer be eligible for dependent coverage, death of Defendant/Counter-Plaintiff's, or death of the Child, accounting from the date of the Agreement, in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that the said Plaintiff/Counter-Defendant shall maintain, at her expense, for the benefit of the Child as secondary coverage, the existing policy of medical coverage provided through her employment, for so long as said coverage shall be provided to her at nominal or no cost, accounting from the date of the Agreement, in accordance

with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that no right of alimony shall accrue unto either party by their express waiver thereof, in accordance with the terms of and as more fully set forth in the Agreement; and

IT IS FURTHER ORDERED, that Defendant/Counter-Plaintiff shall deliver to Plaintiff/Counter-Defendant on December 16 and December 17, 1989 at 111 Sullivan Road, Westminster, Maryland, his home, all the items of personalty identified in Schedule A to the Agreement, for her removal to her home; and

IT IS FURTHER ORDERED, that if the Plaintiff/Counter-Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, she shall be subject to earnings withholding; and

IT IS FURTHER ORDERED, that Plaintiff/Counter-Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Judgment of Divorce is in effect, and failure to do so will subject her to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in her not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that neither party shall be responsible to pay open court costs, as all such costs have been waived by this Court's Order dated February 27, 1990, *save and Except Counsel fees in amount of \$1,147.50 awarded to Patricia P. McDonald, Esq.* *As ordered on 2-8-90.* *John K. Burns, Jr.*
JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

Maureen F. Mackey
Maureen F. Mackey
Suite 200
300 Cathedral Street
Baltimore, Maryland 21201
(301) 528-0044

Attorney for Michele M. Heffner,
Plaintiff/Counter-Defendant

Michael M. Galloway
Michael M. Galloway
Hoffman & Comfort
24 North Court Street
P.O. Box 1200
Westminster, Maryland
21157
(301) 876-2266

Attorney for Lanny Heffner,
Defendant/Counter-Plaintiff

Patricia P. McDonald
Patricia P. McDonald

Miller and McDonald
196 E. Main Street
Westminster, Maryland 21157

Attorney for Minor Child,
Bryan Lee Heffner

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 8th day of December, 1989, by and between MICHELE M. HEFFNER, hereinafter called "Wife", party of the first part, and LANNY R. HEFFNER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 14, 1985, in Baltimore County, Maryland and one (1) child was born to them prior to the marriage; namely, Bryan Lee Heffner, born September 14, 1982.

On June 17, 1988, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their minor child, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be

NO
COUNSEL
RECEIVED IN

construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since June 17, 1988, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Other than for a scheduled visitation, neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency. Wife shall advise Husband of her telephone number when and if she secures a telephone; until such time, Husband may contact Wife through Wife's mother, whose telephone number he has.

In acquiescence with the recommendation of Patricia McDonald, Esq. counsel for Wife, Wife agrees that
Husband shall have the care and custody of the minor child of the parties hereto. Wife shall have the right to visit with and have said child with her every other weekend from 7:00 p.m. on Friday until 7:00 p.m. on Sunday, consistent with the temporary Visitation Order dated November 3, 1989. Wife shall be

responsible for picking the child up at Husband's home and delivering the child back to Husband's home at the beginning of and the end of said visitations. The parties agree to adhere strictly to said visitation schedule, except in the case of unforeseen circumstances, such as extreme weather conditions, illness and unexpected changes in Wife's employment schedule, which may force the parties to alter said visitation schedule. The parties further agree that should such circumstances arise that they will both be flexible with regard to the alteration of the visitation schedule, providing that each party will be diligent in notifying the other of any requested change in said schedule as far in advance of the scheduled visitation as possible. Wife shall further be entitled to visit with the minor child for one (1) week during the month of July and one (1) week during the month of August.* Wife agrees that she shall be responsible for the payment of any and all day care expenses which Husband is obligated to pay during these ~~two (2)~~ ^{one (1)} weeks. Wife shall pay said payment^{7/14} directly to the day care provider when they are due and payable, provided that Husband shall furnish Wife, in advance, the name and address of said day care provider and shall provide Wife written proof that payment is required during the child's absence, i.e. a copy of Husband's day care contract. The parties further agree that each party shall be entitled to have said child with him or her on alternating holidays. Said holidays shall include Christmas, Christmas Eve, Easter, Memorial Day, Fourth of July, Labor Day and Thanksgiving. The parties shall alternate visitation with respect to the

^{7/14} * One week shall be the week during which the day care provider takes her vacation. Husband shall notify Wife in writing upon receipt of notice from the day care provider.

child's birthday. Wife shall have child on his next birthday. Husband shall be entitled to have the child with him on Father's Day and Wife shall be entitled to have the child with her on Mother's Day. It is agreed that Father's Day and Mother's Day shall have priority over any scheduled weekend visitation. Except for unforeseen circumstances such as those defined above, Wife further agrees that she shall notify Husband at least twenty-four (24) hours in advance of her intent not to exercise any scheduled visitation. Should Wife fail to so notify Husband, Wife shall notify Husband at least seventy-two (72) hours in advance of her intent to exercise her next scheduled visitation.

5. Wife shall pay to Husband the sum of Thirty Dollars (\$30.00) per week toward the support and maintenance of the minor child accounting from the week of December 10, 1989. Said payments shall be made through the Carroll County Bureau of Support Enforcement, 10 Distillery Drive, Westminster, MD 21157.

6. Husband agrees to consult with Wife prior to making any major decisions concerning the child's education, health, religion and general welfare. Husband further agrees to inform Wife periodically as to child's progress in school, to keep Wife informed of the identity of child's doctor(s), the name of child's school and the nature of any serious medical problems child may have.

^{7/14} 7. Wife shall be entitled to have free and private telephone access to child. Wife agrees that all calls to child at Husband's home shall be made prior to 9:00 p.m. on school nights and 10:00 p.m. on weekends. Wife further agrees to

schedule her calls around Husband's family's evening mealtime which is between 6:00 p.m. and 7:00 p.m. Husband acknowledges that Wife shall be entitled to call when Husband is not present in the home and that no one shall listen to conversations between Wife and child.

8. Husband shall maintain the presently existing health insurance or its equivalent for the benefit of the minor child. Husband's obligation to maintain said insurance shall continue until the date child shall no longer be eligible for dependent coverage or the date of Husband's or child's death, whichever shall first occur. Wife agrees to maintain her existing medical coverage which she has through her employment for the benefit of the minor child for as long as said coverage shall be provided to her at nominal or at no cost. Said insurance shall be secondary to the insurance provided by Husband and no claims shall be submitted under Wife's insurance until they have been submitted to and processed by Husband's health insurance carrier. Wife's obligation to maintain said insurance shall terminate upon the date child is no longer eligible for dependent coverage or the death of Wife or child, or the date said insurance ceases to be available to Wife, whichever shall first occur.

9. Wife shall be entitled to retain the items of personal property listed on the attached Schedule A as well as her clothing, jewelry and personal effects. Husband shall be entitled to retain all of the personal property of the parties not listed on the attached Schedule A, as well as his clothing, jewelry and personal effects.

10. The parties agree that they have satisfactorily divided the proceeds of all joint bank accounts and each party shall be entitled to retain, free from any claim by the other, the proceeds in any accounts which are registered in his or her sole name or jointly with any third party.

11. Each party shall be entitled to retain any vehicles or other property which is registered or titled in his or her sole name or jointly with any third party.

12. Husband shall be responsible to pay all joint debts of the parties which were incurred prior to the date of the separation of the parties (specifically those debts incurred in connection with the construction of 1757 Richardson Road, including those listed on the attached Schedule B). Each party shall be responsible for the payment of any debt or obligation which is in his or her sole name. Each party shall indemnify and save the other harmless from all liability in connection with any debt or obligation which he or she is obligated to pay.

13. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep

the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

14. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future. This waiver of alimony may not be modified by any Court.

15. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees, Master's Fee and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

16. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have

MH

against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

17. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry

MH

out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

18. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

19. Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any

interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

20. Except for the provisions contained in paragraph 4 of this Agreement relating to the custody, visitation and support of the minor child of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

21. This Agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

22. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

23. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

24. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

25. If either party is forced to take legal action to successfully enforce the provisions of this Agreement, the offending party shall be responsible for paying the enforcing party's attorney's fees and court costs.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

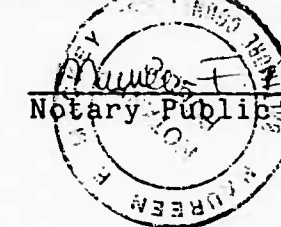
Witness: Maureen T. Muller Michele M. Heffner (SEAL)
MICHELE M. HEFFNER
Witness: Michael M. Gallaway Lanny R. Heffner (SEAL)
LANNY R. HEFFNER

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I hereby certify that on this 8th day of December, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHELE M. HEFFNER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary

separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.



My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 8th day of Dec., 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LANNY R. HEFFNER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.



My Commission Expires: 7/1/90

Michael M. Gallaway
Notary Public

SCHEDULE A

Wife is to receive the following, all of which is in Husband's possession unless otherwise noted:

Silverstone pots and pans: cream colored, design (possibly blue), should be in box, packed away, was stored in shed, brand new. 3-6 pieces of pots and pans.

Visionware: brown color, 2-3 pieces with corresponding lids, pots for vegetables. Should be in kitchen of 111 Sullivan Road.

Brass and glass tea cart: in formal living room at 111 Sullivan Road. 2 tiered with glass on both tiers. *Lower glass tier broken. MH*

Wine goblets with carafe: 5 goblets and wine carafe. Clear with etched flowers. Was stored on glass tea cart. *one goblet cracked and glued. MH*

Stoneware and glasses: Was stored in china closet in living room of 111 Sullivan Road. Stoneware: cream with brown stripe on edge, service for 8. Glasses: clear, was stored in china closet at 111 Sullivan Road, along with stoneware. 16 glasses of 2 or 3 different sizes.

Brass Wall Sconces: Brass backing, votive cups in them, was hanging on walls in dining room at 111 Sullivan Road.

Lamps in Family Room of 111 Sullivan Road: Gold glass lamps with brass eagles on center of base.

Draperies, curtains, and hardware: 1 pair blue draperies, double width; blue sheer curtains; ~~brackets, rods~~, and curtain hooks. Was in large bedroom on first floor of 111 Sullivan Road.

Satin and silk sheets and comforters: ~~King size purple satin and silk sheets (top and fitted) for water bed with matching purple, reversible comforter; set king size blue satin and silk sheets (top and fitted) for water bed with matching comforter; set white floral pattern satin and silk sheets (top and fitted) with matching comforter.~~ *King size purple satin and silk sheets (top and fitted) for water bed with matching purple, reversible comforter; set king size blue satin and silk sheets (top and fitted) for water bed with matching comforter. MH*

Ladderback Chair: Cane made, 2 rungs on back, unfinished, was in formal living room at 111 Sullivan Road.

Set Luggage: Wife has two pieces; Husband to deliver remaining piece, burgundy color. *Husband will look for remaining piece. MH*

Canister Set and Kitchen Knickknacks: Wife has canister set. Husband to deliver copper molds (approx. 5) and wicker baskets (approx. 5 or 6). Was hanging on wall of kitchen at 111 Sullivan Road.

Family Photographs: Approximately ^{hundreds of} 2,000 pictures for which the parties had double prints made, scenes include Christmas, birthdays, family gatherings, and construction of the Richardson Road property. Wife is to receive one set of the double prints for all said pictures. *All pictures from 1932-1988. MH*

Wedding memorabilia: Wife has her hairpieces and flowers. Husband will retain his champagne goblet and is to deliver to wife her champagne goblet and those of her children Liana and Christopher, 3 goblets in all. These were stored in the shed. They are glass champagne glasses, continental style. *Husband will look but believes he no longer has. MH*

Handmade Quilt: Wife has.

Fingerhut Decorator Pieces: Cast iron, numerous pieces, black, were in storage at one time and stored in box marked "Fingerhut."

Minor appliances: Tan or cream crock pot with brown stripes.

Two Padded Kitchen Chairs: Wife has.

Brass Spittoon: Shaped like a large flower vase, brass, was stored in the formal living room at 111 Sullivan Road.

Handmade Christmas Ornaments and stichwork pictures: Wife has stichwork pictures. Handmade ornaments include those painted by Wife, plasticraft-- reindeer, Santa faces, etc. *MH*

Long Heater: Was at 111 Sullivan Road. *Husband will look but believes he no longer has. MH*

Liana's and Christopher's toys and personal belongings: Christopher's 10 speed bicycle, Liana's games, and possibly other miscellaneous items. *Husband will look but believes that he no longer has 10 speed bike. MH*

Brown Telephone: Touch tone, AT&T, and trimline.

Liana and Christopher's Keepsake boxes and Christmas decorations: Wife has the Keepsake boxes. Christmas ornaments include starfish, ornaments they made as children, and other ornaments given them. These were stored.

Christmas Lights: Multi-colored midget lights, some blinking acorn lights (4 or 5 strands of acorns), and clear midget lights, all lights from Wife's apartment prior to the marriage.

West. B & T.: Liana's.

Records and Cassettes: ~~The Christmas cassettes Wife bought and one-half record albums purchased during the marriage through RCA/Columbia. 3 albums in total.~~ *MH*

Princess House Crystal: Wife keeps that in her possession;

Husband retains the balance in his possession.

Crochet Blanket: This is also known as the handmade quilt, and Wife has it in her possession.

~~Cutlery, pots and pans, and utensils: No cutlery, 5 or 6 Corning Ware Oven to Table serving pieces with lids.~~

Brass Coat Rack: Was in the family room of 111 Sullivan Road. Coat/hall tree.

Liana's Bedroom Set: Blonde wood, Homestead Series manufactured by Sears, consisting of a double dresser, framed mirror, poster bed with attaching canopy, headboard, footboard, and mattress.

Christopher's Bed: Double bed, with footboard, headboard, and double mattress. Blonde wood, scratched.

Matching Couch and Chair in Family Room: Six (6) foot long couch, slipcover with eagle pattern, upholstered underneath in dark plaid, and matching chair, standard upholstered chair.

Diamond Engagement Ring: Wife has.

Black and White T.V.: Wife has.

Stereo Cassette Player: Wife has.

Clock Radio: Wife has.

Blankets, sheets: None other than for waterbed.

~~Water Bed: King size, padded sides, massive headboard-- tall, with etched roses in curio doors and with cage mirror between curio doors, headboard, 6 mirrored canopy top, pillars on each side of canopy with shelves in the pillars, waterbed mattress, and waterbed stand.~~

Wife retains her automobile, and Husband retains his vehicles.

SCHEDULE B

1. Fees for services rendered by Bryan McNamara, Esquire to Husband, individually and trading as Tradesman Company, in connection with case/reference no. 0206.88-0205-88, in the approximate amount of \$362.50.

2. Claim of Century Trucking for materials provided or services rendered, claimed amount was \$6,000.00 but judgment in the amount of \$1,500.00 plus costs was awarded to Century Trucking against Husband, individually and trading as Tradesman Company, in the District Court and the case is currently on appeal.

3. Renovator's Supply Company in the approximate amount of \$2,760.30.

4. Bay Country Industrial Supply Company, Inc. in the approximate amount of \$531.00.

5. Drilling costs for the Richardson Road property.

EX 40 ME 137

MABEL FRANCES EIKEN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
THOMAS DALE EIKEN * CARROLL COUNTY
Defendant * CASE NO.: CV 6512

* * * * *

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, MABEL FRANCES EIKEN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, THOMAS DALE EIKEN; and

IT IS FURTHER ORDERED, that neither of the parties hereto shall be awarded alimony; and

IT IS FURTHER ORDERED, that the Plaintiff be restored to her maiden name, MABEL FRANCES BENNETT; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck Sr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 17 3 09 PM '90
LARRY W. SHIPLEY
CLERK

DECREE.M28

EX 40 ME 138

WILLIAM L. HARRISON : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
KATHIE V. HARRISON : CARROLL COUNTY
Defendant : CASE NO. CV7255

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, WILLIAM L. HARRISON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KATHIE V. HARRISON; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, ASHLEY M. HARRISON (born March 4, 1983) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated March 13, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Paul K. Baur
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 17 10 11 AM '90
LARRY W. SHIPLEY
CLERK

SEPARATION AGREEMENT

THIS AGREEMENT is made this 3th day of March 1990, by and between WILLIAM L. HARRISON, hereinafter referred to as the Husband, and KATHIE V. HARRISON, hereinafter referred to as the Wife.

WHEREAS, the parties hereto were married on September 26, 1984, in a religious ceremony in Carroll County, Maryland, and have lived together as Husband and Wife; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties hereby voluntarily and mutually agree to live separate and apart and have from the 8th day of July, 1987, lived separate and apart; and

WHEREAS, it is the desire of the parties hereto to make full and complete settlement of the property now owned by them and which may be hereafter acquired by them; and

WHEREAS, there was one child born to the parties, namely ASHLEY M. HARRISON, born March 4, 1983; and

WHEREAS, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation, including custody of the minor child.

W, THEREFORE, THIS AGREEMENT, WITNESSETH:

That for and in consideration of the premises and of the covenants, agreements and releases herein contained, as

Pl # 1
3/13/90
[Signature]

well as other good and valuable consideration, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, as of July 8, 1987, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or

she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. All indebtedness and liabilities incurred or created by the parties prior to and including July 8, 1987, have been paid in full, except as hereinafter provided. All indebtedness and liabilities incurred or created solely by the Husband subsequent to July 8, 1987, shall be wholly paid by the Husband and the Husband agrees to keep the Wife safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Husband subsequent thereto. All indebtedness and liabilities incurred or created solely by the Wife subsequent to July 8, 1987, shall be wholly paid by the Wife and the Wife agrees to keep the Husband safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Wife subsequent thereto.

5. All joint checking and savings accounts of the parties have been closed as of the execution of this agreement.

6. The personal property of the parties has been divided by the parties prior to the execution of this Agreement. As of the date of the execution of this Agreement, the property in the possession of each party shall be and remain the sole property of the possessing party, free and clear of any interest of the other.

7. The Husband and Wife jointly own a mobile home located at 6901 Eden Mill Road, Woodbine, Maryland 21797. Wife agrees to give up any and all right, title and/or interest that she may have in and to the said mobile home. Wife agrees to sign, upon demand,

the title to the said mobile home as well as a gift certification and anything else required to transfer the mobile home from the joint names of the parties to the name of Husband solely.

8. The parties shall have the joint care, custody and control of the minor child of the parties; the parties agree that they shall work out a physical custody schedule such that the parties each shall have equal time with the said child. In order to avoid unnecessary confusion or misunderstanding and to provide some stability to the child, the parties will make a good faith effort to arrange the physical custody on a prearranged schedule and abide by that schedule. The parties recognize that these provisions are intended to be in the best interests of the child and that circumstances do require changes and adjustment in the pre-arranged schedule from time to time. To that end, Husband and Wife agree to maintain flexibility and good faith in effectuating the physical custody schedule and make such adjustments as are necessary from time to time by either of their schedules in order to comply with the spirit and intent of this visitation provision. Each party agrees to give reasonable notice of at least 24 hours to the other when a change in the schedule becomes necessary.

The physical custody schedule that the parties have agreed to abide by is as follows:

a. During the school year, Husband shall have the physical custody of the minor child from Friday after school (if the minor child is off school Friday, he shall have custody from

Thursday after school) until Monday morning (if the minor child is off school on Monday, Husband shall have custody until Tuesday morning). Wife shall have physical custody of the minor child at all other times during the school year.

b. During the child's summer vacation from school, Husband shall have the physical custody of the minor child from Monday morning until Friday evening, and Wife shall have physical custody from Friday evening until Monday morning.

c. Every year Husband shall have the minor child for Easter and Father's day and Wife shall have the minor child for Thanksgiving and Mother's day.

d. In even years, Wife shall have the minor child from 5:00 p.m. Christmas eve until 10:00 a.m. Christmas day, and all day on Memorial Day, and Labor Day. Husband shall have the minor child on these holidays in odd years.

e. In odd years, Wife shall have the minor child from 10:00 a.m. Christmas morning until Christmas night, and all day on the Fourth of July. Husband shall have the minor child on these holidays in even years. Husband shall be permitted to have the minor child one extra day every year during the Christmas vacation of the minor child, said day not to interfere with Wife's Christmas holiday with the minor child.

f. Each party shall be entitled to one uninterrupted week of vacation with the minor child each year, with notice to the other, by May 1 of each year, of the dates to be taken.

g. The parties shall confer with each other on matters

relating to the child's health, education, welfare and upbringing, and the parties shall mutually agree on the physicians, dentists and other professionals necessary for the health and education of the child. The wife shall keep the husband advised of the minor child's school progress, activities, conferences, trips and other things of importance to the minor child so that the Husband may attend or otherwise participate. She shall also give Husband copies of all school reports, report cards or other documents pertaining to the minor child's school activities or performance.

9. Each party shall be generally chargeable with the support, maintenance, education and general welfare of the minor child. Husband agrees to continue to pay for the tutor which the minor child is currently using, and Husband shall be permitted to take the minor child to and drive her home from each visit with the tutor.

In addition, Husband shall continue to carry the minor child on his health insurance at his expense.

The parties obligations under this provision shall terminate upon the first to occur of the following events:

(i) Death of the Husband, Wife or child;

(ii) Child's marriage;

(iii) Child's becoming self supporting or otherwise emancipated.

(iv) Child's eighteenth birthday.

10. The parties, in consideration of the rights set apart to each of them on the terms hereof, receive the same in full and

complete settlement and release of all claims and demands of every kind, name or nature against the other, including all liability now or at any time hereafter existing or accruing either on account of support, maintenance, alimony, temporary or permanent, dower, thirds or allowances, either statutory or arising in common law, incident to the marriage relation, intending to relieve the parties entirely from all personal claims and demands and from any that may hereafter attach, arising in any manner from the relation of Husband and Wife and from any and all costs, charges and expenses as well as alimony, either temporary or permanent, incident to any divorce suit now pending or that may hereafter be commenced by either of the parties against the other; and further, the parties release each other from all claims, homestead rights, or any interest whatsoever in any property, real or personal, which each may now own or may be set off to him in the terms of this Agreement, or that he or she may at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase, or otherwise, it being understood that this settlement is a total and complete release of the Husband by the Wife and of the Wife by the Husband of all matters and charges whatsoever, and that the parties shall after this settlement require nothing whatever of the other as though the marriage relation had never existed between them. The parties specifically waive forever any rights each may have to receive alimony.

11. Each party waives and relinquishes, except as in this

Agreement otherwise provided, any and all rights which he or she may now or hereafter have or acquire to succeed to the estate of the other; and each hereby expressly waives and relinquishes any and all rights to act as personal representative or to nominate a personal representative of the estate of the other or to have set aside to him or to her any of the property of the other as community property, or to have set aside to him or her by any court having jurisdiction of any portion of the estate of the other any homestead or other property which might be set aside to a surviving spouse as exempt property, or to demand any family allowance, or any other right, benefit or emolument from the estate of the other, and both parties hereto agree that each will never exercise any right to select a homestead from the property of the other during his or her lifetime.

12. Each of the parties agrees that he and she shall be responsible for their own attorney's fees arising out of this separation. The parties further agree to bear their own legal costs in connection with any subsequent divorce proceeding on no-fault grounds or otherwise, notwithstanding who may be the petitioner in that proceeding. The parties further agree that should either find it necessary to incur costs and/or fees in order to enforce the terms of this Agreement, that the party who is successful in his or her efforts to enforce said terms, shall be reimbursed by the other party for any costs and/or fees incurred.

13. No modification or waiver by the parties of any of the

terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

14. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

15. Each of the parties agrees to execute such other and further instruments and perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

16. No provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that the said party or his or her legal representative drafted all or any part hereof.

17. Should any provision(s) of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

18. With the approval of any court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated but not merged in any decree of absolute divorce which may be passed by said Court. In the event

the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they will nevertheless abide by and carry out all of the provisions thereof.

19. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or both of the parties now is or may become a resident of a different state.

20. Each party hereto declares that she or he has read the foregoing Separation Agreement, and that he or she had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which constitute an original, the date first above written.

WITNESS:

William L. Harrison (SEAL)
WILLIAM L. HARRISON

Lawrence E. Heffer, Jr. Kathie V. Harrison (SEAL)
KATHIE V. HARRISON

STATE OF MARYLAND)
COUNTY OF) SS:

I HEREBY CERTIFY that before the undersigned, a Notary Public, personally appeared WILLIAM L. HARRISON, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 17th day of March, 1990.

Michael B. Harrison
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND)
COUNTY OF) SS:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared KATHIE V. HARRISON, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and official seal this 9th day of March, 1990.

Lawrence E. Heffer, Jr.
NOTARY PUBLIC
CARROLL COUNTY

My Commission Expires: July 1, 1990

WANDA MAE SPELLMAN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
RICHARD LEE SPELLMAN, SR. * CARROLL COUNTY
Defendant * Case No. CV 7877
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 17th day of April, Nineteen Hundred and Ninety, that the above named Plaintiff, WANDA MAE SPELLMAN, be and she is hereby granted an Absolute Divorce from the Defendant, ROBERT LEE SPELLMAN, SR.; and

It is further ADJUDGED and ORDERED that the Plaintiff, WANDA MAE SPELLMAN, be and she is hereby awarded the guardianship and custody of Richard Lee Spellman, Jr. and Michael Robert Spellman, the minor children of the parties hereto, with the right reserved in the Defendant, RICHARD LEE SPELLMAN, SR., to visit with the minor children of the parties as provided in their Agreement of March 2, 1988, which has been entered as an exhibit in these proceedings; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the parties shall be charged generally with the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Agreement by and between the parties hereto, dated March 2, 1988 and filed in this

cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein;

It is further ORDERED that the maiden name of the Plaintiff be and the same is hereby restored to her and she shall now be known as WANDA MAE HYMILLER; and

It is further ORDERED that the costs of these proceedings are waived due to Plaintiff's indigency.

John K. Bunt
JUDGE

Recommended and Approved by:

Peter M. Tabatsko
PETER M. TABATSKO, MASTER

WANDA LEE SPELLMAN	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
RICHARD LEE SPELLMAN	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 7877

AMENDED JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 12th day of June, 1990, that the above named Plaintiff, Wanda Mae Spellman, be and she is hereby granted an Absolute Divorce from the Defendant, Richard Lee Spellman, Sr.; nunc pro tunc from April 17, 1990 and

IT IS FURTHER ADJUDGED AND ORDERED that the Plaintiff, Wanda Mae Spellman, be and she is hereby awarded the guardianship and custody of Richard Lee Spellman, Jr. and Michael Robert Spellman, the minor children of the parties hereto, with the right reserved in the Defendant, Richard Lee Spellman, Sr., to visit with the minor children of the parties as provided in their Agreement of March 2, 1988, which has been entered as an exhibit

- 1 -
for June 12, 1990

in these proceedings; all subject, however, to the continuing jurisdiction of this Court; and

IT IS FURTHER ADJUDGED AND ORDERED that the Agreement by and between the parties hereto, dated March 2, 1988 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED that the maiden name of the Plaintiff be and the same is hereby restored to her and she shall now be known as Wanda Mae Hymiller; and

IT IS FURTHER ORDERED that the costs of these proceedings are waived due to Plaintiff's indigency.

Luke K. Burns, Jr.
 Luke K. Burns, Jr.
 Associate Judge

VOLUNTARY SEPARATION AND
 PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 2 day of March, 1988, by and between WANDA SPELLMAN ("wife") and RICHARD LEE SPELLMAN ("husband").

The parties were married by a civil ceremony on February 27, 1981, in Carroll County, Maryland. Two children, namely RICHARD LEE Jr., born November 29, 1981 and MICHAEL ROBERT, born June 28, 1984 were born to the parties and are presently in the custody of the wife. Differences have arisen between the parties and they are now and have been living separate and apart since February 8, 1988, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective

Case No. CV 7877
☒ Plaintiff ☐ State EXHIBIT NO. 1
☐ Deft
☐ For ID
☒ For Evid 1/30/90 WSM

date hereof.

RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or hereby any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

CHILD CUSTODY AND SUPPORT

Wife shall have the care and custody of the minor children of the parties. Husband shall have the right to visit the children and have the children with her at reasonable times after notification to the husband of 24 hours.

CHILD SUPPORT

The parties agree that the husband shall be charged generally with the support of the minor children until the first to occur of the following events with respect to such child: (1) death of the child or husband; (2) marriage of the Child; (3) the

Child's becoming self supporting, or (4) the Child's arrival at the age of 18 years, provided however that should such child become 18 while still attending school said support shall continue until the end of that school year. Should the husband fall more than 30 days behind in support, the parties agree that the wife shall be entitled to seek a lien against his wages.

RIGHTS INCIDENT TO THE MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interest incident to this marital relationship now or at any time hereafter existing or occurring in the property or the estate of the other party, or in marital property, either statutory or

arising at common law, specifically including all claims, demands or interests arising under the Marital Property Act, Md. Family Law Code Ann. sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both of the parties that during their respective lifetimes they may deal with their separate estate as if they were unmarried and that upon the death of either, the property both real and personal, then owned by him or her shall pass under their Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other as if the parties at such time were unmarried.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past present and future, for alimony and support, both pendente lite and permanent.

PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of wife, free and clear of any interest of Husband, and all tangible personal property located at husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks bond or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other asset of any kind or nature in his or her own name, free and clear of any interest of the other.

PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit sharing plan, or any other form of retirement or deferred income plan including, but

not limited to, the right either spouse may have to receive any benefit in the form of a lump sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal Law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debt or obligations. The parties agree to divide their

obligation to Macy's of \$548.88 and to Potomac Edison Company of \$356.00 each party agreeing to pay one half of the bill.

INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1987 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights and demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or

all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present, and future, except that if either party breaches any provision of this agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the parties at their option may divide the court costs thereof, including any Master's fee, equally between

them.

MISCELLANEOUS

Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann, sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be

binding upon the parties and their respective heirs, personal representative and assigns.

The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented or had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

Whenever the masculine gender is used herein, it shall also mean the feminine gender where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

No provisions of this agreement shall be interpreted for or against any party hereto by reason that said party or his or her

legal representative drafted all or any part hereof.

Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and binding upon the parties, their heirs, personal representatives, executors and assigns.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

William L. Maynard

Betty Maynard

Wanda Spellman
Wanda Spellman

Richard Lee Spellman
Richard Lee Spellman

STATE OF MARYLAND: CARROLL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this *2nd* day of *March* 1988, the above named Wanda Spellman, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the

voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

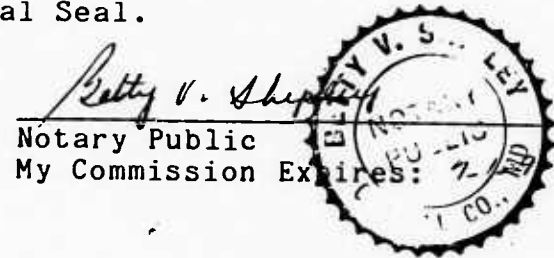
AS WITNESS my hand and Notarial Seal.



STATE OF MARYLAND: CARROLL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 2 day of March, 1988, the above named Richard Lee Spellman, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



GALE H. KAPLAN	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	
V.	*	FOR
RONALD M. KAPLAN	*	CARROLL COUNTY
	*	Case No.: CV 7965
Defendant	*	

JUDGMENT OF ABSOLUTE DIVORCE

This case having come on for trial in open Court on March 16, 1990 on the Complaint and the Answer of the Defendant thereto, and testimony having been taken, IT IS, this 17th day of April, 1990, ORDERED by the Circuit Court for Carroll County that the Plaintiff, Gale H. Kaplan, be and she hereby is granted an Absolute Divorce from the Defendant, Ronald M. Kaplan.

IT IS FURTHER ORDERED: that the custody of the minor child of the parties, Robin Lee Kaplan, be awarded to the Plaintiff, Gale H. Kaplan, with reasonable rights of visitation to the Defendant, Ronald M. Kaplan, all subject to further Order;

IT IS FURTHER ORDERED: that the Defendant Ronald M. Kaplan pay to the Plaintiff Gale H. Kaplan the sum of Fifty Dollars (\$50.00) per week accounting from January 26, 1989 through the present and into the future for the support of Robin Lee Kaplan pursuant to an oral agreement of the parties;

IT IS FURTHER ORDERED: that if the Defendant, Ronald M. Kaplan, is in arrears more than Thirty (30) days, he shall be subject to earnings withholding. The Defendant is

required to notify this Court within Ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earning withholding;

IT IS FURTHER ORDERED: that the Defendant, Ronald M. Kaplan is in arrears on his child support obligation and the net amount of the arrears after all credits due including monies paid by Defendant under Order and Judgment of the Circuit Court of Tillamook County, Oregon, Case Number 89-3318, as of March 16, 1990, is Two Thousand Three Hundred Fifty Dollars (\$2,350.00);

IT IS FURTHER ORDERED: that the Defendant Ronald M. Kaplan is further indebted to the Plaintiff Gale H. Kaplan in the amount of Two Hundred Seventy Five Dollars (\$275.00) representing one half of a security deposit which he agreed to pay to the Plaintiff Gale H. Kaplan but failed to pay;

IT IS FURTHER ORDERED; that as a result of the child support arrears and the security deposit debt a judgment shall be and hereby is entered in favor of the Plaintiff Gale H. Kaplan against the Defendant Ronald M. Kaplan in the amount of Two Thousand Six Hundred Twenty Five Dollars (\$2,625.00);

IT IS FURTHER ORDERED: that there is no claim for alimony by either party hereto and therefore there is no alimony due, the same being forever barred herein;

IT IS FURTHER ORDERED: that the Defendant Roanld M. Kaplan pay to the attorney for the Plaintiff, Brice G. Dowell, the sum of One Hundred Fifty Dollars (\$150.00) as his contribution to the Plaintiff's attorney's fee and judgement for same is hereby entered;

IT IS FURTHER ORDERED: that the parties herein equally divide the costs of these proceedings.

Richard K. Bunn
JUDGE

40 MAR 169

ALICE R. HUGGINS : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
CARL FRANCIS HUGGINS : CARROLL COUNTY
Defendant : CASE NO. CV8050

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of ~~March~~ ^{April}, 1990, that the Plaintiff, ALICE R. HUGGINS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, CARL FRANCIS HUGGINS; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 17 10 09 AM '90
LARRY W. SHIPLEY
CLERK

40 MAR 170

PATRICIA LYNN MUSGROVE : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JAMES HERBERT MUSGROVE : CARROLL COUNTY
Defendant : CASE NO. CV8198

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of ~~March~~ ^{April}, 1990, that the Plaintiff, PATRICIA LYNN MUSGROVE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES HERBERT MUSGROVE; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, PATRICIA LYNN BELL; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 17 9 17 AM '90
LARRY W. SHIPLEY
CLERK

BOOK 40 PAGE 171

MICHAEL J. WALLACE : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MARTHA L. WALLACE : CARROLL COUNTY
Defendant : CASE NO. CV8243

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of ^{April} ~~March~~, 1990, that the Plaintiff, MICHAEL J. WALLACE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARTHA L. WALLACE; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, ASHLEY MARTHA WALLACE (born April 2, 1987) be and the same is hereby declared to be joint, primary physical custody with the Defendant, reserving unto the Plaintiff reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Fifty Dollars (\$50.00) per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of sup-

BOOK 40 PAGE 172

port, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated November 16, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the costs of this proceeding and the Master's fee be divided equally between the parties.

Paul K. Burns
JUDGE

CV 8243

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 16th day of November, 1988, by and between MARTHA L. WALLACE, ("Wife") and MICHAEL J. WALLACE, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on April 18, 1985 in Carroll County, Maryland. One child was born to them as a result of their marriage; namely, ASHLEY MARTHA WALLACE, born April 2, 1987, hereinafter referred to as "Child". Differences have arisen between the parties and they are now, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Ph #1
3/13/90
gm

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND
RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time

hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. JOINT CUSTODY AND VISITATION

Husband and Wife shall have the joint guardianship, care and custody of the Child of the parties. The Child's primary residence shall be with Wife. Until such time as the Child begins sleeping through the night on a regular basis, Husband shall have the Child in his care every Saturday or Sunday from 8:00 a.m. through 7:30 p.m. The parties shall confer with each other by Friday of each week to decide which day (Saturday or Sunday) Husband shall have the Child in his care for that particular week. In the event the parties are unable to agree, Husband shall be entitled to have the Child in his care on the day which he did not have the Child the last

time the Child was in his care. (Example: If Husband had the Child on a Saturday the first weekend of the month and the parties are not able to agree to the day Husband is to have the Child the following weekend, Husband shall be entitled to have the Child the following Sunday). In addition, holidays shall be shared equally between the parties. The following days and/or periods of time shall be deemed holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, George Washington's Birthday, Easter Sunday morning, Easter Sunday afternoon and the Child's birthday. Wife shall have the Child each Mother's Day and the Child shall be with Husband each Father's Day. Once the Child begins sleeping through the night on a regular basis, Husband shall have the Child in his care every other weekend from Friday night at 7:30 p.m. through Sunday at 7:30 p.m. He shall continue to have the Child in his care on alternating major holidays as set forth above. In addition, Husband shall have the Child in his care for one (1) week during the Summer. At such time as the Child enters school at the first grade level, Husband shall also have the Child in his care for four (4) weeks during the Child's summer school recess. Husband shall notify Wife by the first of May as to which four (4) week period he shall elect to have the Child in his care.

4. DECISIONS REGARDING CHILDREN'S WELFARE

The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their Child. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the Child and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the Child. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with the third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the Child and execute any authorizations so that all information concerning the Child shall be equally available to both parties.

Neither party shall unilaterally make any substantial decisions affecting the welfare of the Child or enter into any contracts regarding such decisions without prior consultation with the other party. Failure of either party to consult the other prior to entering into any contracts regarding the Child of the parties, except in the case of emergency or when prior

consultation shall not be feasible or practicable, shall relieve the non-consulted party of any duty pursuant to any such contract.

5. CHANGE OF CHILD'S OR CUSTODIAL PARENT'S RESIDENCE

Neither Husband nor Wife shall attempt to permanently remove the Child from the State of Maryland without first giving the other ninety (90) days written notice of his or her intention to do so. The parties agree and consent that the Courts of the State of Maryland shall have full and complete jurisdiction with respect to any dispute between the parties relating to the custody or support of the Child, notwithstanding any breach of any provision of this Agreement, regardless of their then domicile or residence, provided, however, that the responding party is given adequate actual notice and a reasonable opportunity to appear before the Court.

6. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Child, the temporary sum of One Hundred Dollars (\$100) per week until October 16, 1989. Thereafter, Husband shall pay to Wife, for the support and maintenance of the Child, the sum of Fifty Dollars (\$50.00) per week, until the first to occur of any of the following events with respect to the Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years. In addition, Wife shall continue in full force and effect, for the benefit of the Child,

her present medical insurance, or equivalent insurance providing equivalent coverage, and in addition thereto, each shall pay, on behalf of the Child as the same are incurred, one-half (1/2) of all necessary medical, dental, nursing and hospital expenses, not covered by insurance, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for the Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Husband agrees that for each calendar year he shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that he will not claim the Child as a dependent for that calendar year. Husband shall give such executed declaration to Wife upon her request, on or after January 1 each year for the calendar year just ended, to enable Wife to attach it to her income tax returns.

7. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the

rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

8. AUTOMOBILE INSURANCE

Husband shall continue in effect, at his expense, the existing automobile insurance policy covering Wife's 1982 Pontiac J2000 automobile. Husband shall be obligated to maintain such insurance coverage until the date that either party is granted an absolute divorce or until the date which is fourteen (14) months from the date of this Agreement, whichever shall first occur.

9. PERSONAL PROPERTY

A. All tangible personal property and household chattels presently located at the parties' residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of those items listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to Husband, Wife shall remove from the parties' residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

B. The 1970 Rally Sport Camaro and the 1969 Chevrolet Truck presently titled in Husband's name shall be and remain the sole and exclusive property of Husband, free and clear of any

interest of Wife. The 1982 Pontiac J2000 presently titled in Wife's name shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

10. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Baltimore County known as 4114 Paron Road, Randallstown, Maryland 21133 (the "Home"). The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay

herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

11. DEBTS

Husband shall assume all responsibility for the parties' joint credit card debts and shall hold and save Wife harmless from any and all liability therefor. Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

13. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future.

If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

15. ACKNOWLEDGEMENT OF HUSBAND'S COUNSEL

Wife hereby acknowledges that she is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Husband alone, and that said attorney has not and does not represent her and that he has made no representation to her other than by these presents advising her that she should have independent counsel of her own choosing and that Keith D. Saylor, Esquire, is counsel for Husband alone.

16. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

17. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage.

Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that

the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

[Signature] *[Signature]*
 MARTHA L. WALLACE (SEAL)
 MICHAEL J. WALLACE (SEAL)

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 3rd day of November, 1988, the above-named MARTHA L. WALLACE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

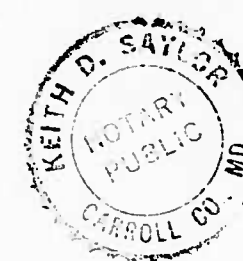
AS WITNESS my hand and Notarial Seal.

[Signature]
 NOTARY PUBLIC
 My Commission Expires July 1, 1990

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

HEREBY CERTIFY, that on this 11th day of November, 1988, the above-named MICHAEL J. WALLACE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



[Signature]
 NOTARY PUBLIC
 My Commission Expires: 7/1/90

SCHEDULE A

Ashley's Belongings:

clothes
toys
bedroom furniture
stuffed animals
rocking horse
playpen
wall decorations
books
pictures
savings bonds

Martha's Belongings:

clothes
books
make-up
personal articles
video camera
hope chest
diamond earrings
wedding rings
rocking chair
mahogany end table
(also one at mother-in-laws)
black & white TV
wine glasses
my daddy's stereo
spice rack
small speakers downstairs
tent
dollhouse

Household articles:

sectional coach (2-piece) Beige
bed
sheets
1/2 towels
clear set of dishes
1/2 kitchen utensils (pots, pans, etc.)
upstairs 19" color TV
knives
1/2 meats in freezer
dinette set downstairs (5-piece)
microwave & stand
shelf unit (upstairs LR)

SCHEDULE A CONTINUED

green bedspread
pink satin quilt
lamp (upstairs LR) woodgrain
1/2 of dry goods in house
microwave cookware
a telephone
cat
catbox
cat food

ROBIN EDITH COSTELLA : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MARVIN ALAN COSTELLA, SR. : CARROLL COUNTY
Defendant : CASE NO. CV8339

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, ROBIN EDITH COSTELLA, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MARVIN ALAN COSTELLA, SR.; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, MARVIN ALAN COSTELLA, JR. (born July 23, 1982) and CARMEN ELIZABETH COSTELLA (born June 7, 1984) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances, meaning every other weekend, every other holiday and one week during the Summer, the Defendant to give the Plaintiff reasonable notice in advance, all of which is subject to the further jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of One Hundred Fifty Dollars (\$150.00) per month per child, and that he pay unto

the Plaintiff as alimony the sum of Two Hundred Dollars (\$200.00) per month, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated February 23, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the Court costs and Master's fee.

John K. Burt

JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 23rd day of February, 1989, by and between ROBIN EDITH COSTELLA, hereinafter called "Wife," and MARVIN ALAN COSTELLA, hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on April 21, 1981, in Prince George's County, Maryland. Two children were born to them as a result of their marriage, namely, MARVIN ALAN COSTELLA, JR., born July 23, 1982 and CARMEN ELIZABETH COSTELLA, born June 7, 1984. . Differences have arisen between the parties and they are now and have been since February 5, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

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1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or

she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION.

Wife shall have the care and custody of the parties' minor children, subject, however, to reasonable visitation rights by the Husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or otherwise making prior arrangements. Husband and Wife shall keep the other advised of any changes of residence, addresses, and telephone numbers.

4. CHILD SUPPORT.

Husband shall pay to Wife, for support and maintenance of the Children the sum of One Hundred Fifty Dollars (\$150.00) per month per Child, until the first to occur of any of the following events with respect to each of the Children, individually: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

Husband agrees to pay the Wife as permanent alimony the sum of Two Hundred Dollars (\$200.00) per month payable each and every month for as long as the parties live separate and apart and until the first to occur of any of the following events (a) remarriage of Wife, (b) death of either party.

5. INSURANCE.

Health Insurance. Husband agrees to maintain his existing medical insurance policies, with coverage for the Wife until the parties have been granted an absolute divorce, and for the children until the youngest has attained the age of eighteen (18) years. Husband shall provide to Wife proof of such insurance, so that she can obtain the benefits thereof without the intervention of the Husband. Husband shall hold and save Wife

harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify Wife from any liability therefor.

Automobile Insurance. Husband shall be solely responsible to pay the premium for automobile insurance on the 1984 Isuzu Trooper II automobile, hereinafter conveyed to Husband to be his solely and exclusively. Husband shall hold and save Wife harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify Wife from any liability therefor. Wife shall be solely responsible to pay the premium for automobile insurance on the 1985 Ford Escort automobile, hereinafter conveyed to Wife to be hers solely and exclusively. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify Husband from any liability therefor.

6. REAL PROPERTY.

Simultaneously with the execution of this Agreement, Husband shall convey Wife all of his right, title and interest in and to the Home of the parties located at 5 Ward Avenue, Westminster, Maryland, 21157 and shall execute any deed, deed of trust, assignment or other documents which may be reasonably necessary for the conveyance of such right, title and interest.

7. PERSONAL PROPERTY.

A. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently

located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

B. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1985 Ford Escort automobile, notwithstanding the manner in which said automobile is currently titled. Wife agrees to assume sole responsibility to pay the loan on said vehicle when said payments become due.

C. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1984 Isuzu Trooper II automobile, notwithstanding the manner in which said automobile is currently titled. Husband hereby agrees to pay all payments or any loans that may be secured thereby when the same become due and payable.

8. DEBTS.

A. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from

any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1988, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any

refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

10. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any

rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

11. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

12. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

13. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be

merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

14. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

15. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

16. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party

acknowledges that he or she fully understands the contents and legal significance of this Agreement.

17. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

18. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

19. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Mary Lou Graft / to both Robin Edith Costella (SEAL)
ROBIN EDITH COSTELLA

Marvin Alan Costella (SEAL)
MARVIN ALAN COSTELLA

-11-

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 1989, the above-named ROBIN EDITH COSTELLA, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Barbara A. Saint-John
Notary Public



My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 1989, the above named MARVIN ALAN COSTELLA, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Barbara A. Saint-John
Notary Public



My Commission Expires: 7/1/90

-12-

BOOK 40 PAGE 205

ELIZABETH ANN SMITH MALINOWSKI : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JOSEPH BRADFORD MALINOWSKI : CARROLL COUNTY
Defendant : CASE NO. CV8366

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of ^{April} ~~March~~, 1990, that the Plaintiff, ELIZABETH ANN SMITH MALINOWSKI, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOSEPH BRADFORD MALINOWSKI; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties, dated January 9, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, ELIZABETH ANNE SMITH; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

Luc L. Bury
JUDGE

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CLERK OF COURT
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BOOK 40 PAGE 206

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of ^{January} ~~March~~, 1989, by and between ELIZABETH ANNE SMITH MALINOWSKI, hereinafter called "Wife," and JOSEPH BRADFORD MALINOWSKI, hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 24, 1984, in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since December 6, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

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3/6/90
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2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or

at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. INSURANCE.

Health Insurance. Each of the parties agrees to maintain their own existing medical insurance policies, and each shall provide coverage for themselves. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify him from any liability therefor. Additionally, Husband shall hold and save Wife harmless from the expenses which he covenants to pay in this paragraph and shall indemnify her from any liability therefor.

Life Insurance. Husband agrees that he shall transfer unto Wife the currently existing life insurance policy he has on her with Cameral Group, and that Wife shall assume and make all payments on said policy upon the transferral by the Husband to the Wife, which shall be accomplished by the date of the divorce of the parties hereto. Husband agrees that he will maintain his currently existing life insurance policy with Cameral Group, which he shall continue to maintain for himself. Husband shall hold and save Wife harmless from any expenses which he covenants to pay in regard to the life insurance policy and shall indemnify her from any liability therefor, and Wife shall hold and save Husband harmless from any expenses which she covenants to pay in regard to the existing life insurance policy and shall indemnify him from any liability therefor.

Automobile Insurance. Husband shall be solely responsible to pay the premium for automobile insurance on his 1983 Honda Accord automobile, hereinafter conveyed to him to be his solely and exclusively. Husband shall hold and save Wife

harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify her from any liability therefor. Wife shall be solely responsible to pay the premium for automobile insurance on the 1986 Chevrolet Spectrum automobile, hereinafter conveyed to her to be hers solely and exclusively. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify him from any liability therefor.

5. REAL PROPERTY. The parties own, as tenants by the entireties, improved premises in Carroll County known as 3687 Clydesdale Road Way, Reisterstown, Maryland 21136, hereinafter called the "Home." The Home is subject to the lien of a Purchase Money Mortgage. The parties have listed the Home for sale with a real estate broker known as Long and Foster and a Contract of Sale has been executed and signed by the parties, with a Buyer whose name is Helen Metz for an agreed sale price of One Hundred Sixteen Thousand Nine Hundred Dollars (\$116,900.00). Husband may continue to occupy the Home until closing. The parties agree to meet all expenses of the Home jointly, including but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and the cost of pest control; provided, however, that the cost of any major necessary repairs or any improvements which may be necessitated by the sale of the Home shall be agreed upon between the parties. Upon the sale of the Home, the net proceeds of sale shall be used to satisfy all marital debts. Said debts are listed in Exhibit B attached hereto and incorporated herein. The

remainder of the net proceeds shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the mortgage.

6. PERSONAL PROPERTY.

A. Prior to the execution of this Agreement, the parties have agreed between themselves as to the division of the Personal Property. The parties agree that the tangible Personal Property shall be divided in accordance with Exhibit A attached hereto and incorporated herein.

B. The parties hereby agree that the remainder of the funds contained in their joint checking account shall be divided equally. If there be any other stocks, bonds, securities, or any other savings or checking accounts, each party shall retain his or her own separate property free and clear of the interest of the other.

C. Wife shall retain as her sole and separate property free from all claims of Husband the 1986 Chevrolet Spectrum automobile, notwithstanding the manner in which said automobile is currently titled. Said automobile is subject to a loan at Westminster Bank and Trust Company, Loan No. 004-00-0000-154679. Wife hereby agrees to assume sole responsibility to pay said loan, and Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify him from any liability therefor. To effectuate the purpose of

this paragraph, Husband shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Wife's name alone.

D. Husband retain as his sole and separate property, free from all claims of Wife, the 1983 Honda Accord automobile, notwithstanding the manner in which said automobile is currently titled.

7. DEBTS.

A. The parties hereto have agreed that the debts contained in Exhibit B attached hereto shall be paid from the proceeds of the sale of the family Home.

B. Wife shall be solely responsible for repayment of the aforementioned automobile loan at Westminster Bank and Trust Company, and shall also assume full responsibility to pay her Student Loan Account No. 219-80-5597-8.

C. As to any debt not mentioned herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless and indemnify the other from any liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations.

8. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1988, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay one-half (½) of the taxes due thereon. Each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with the payment of federal and state income taxes for 1988. The parties hereby agree to divide the refund in taxes received as a result of filing jointly Federal and State income tax returns in equal portions.

9. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of

kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

12. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

13. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

14. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

15. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to

their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

16. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

17. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

18. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Nancy Lucke Begash
Elizabeth Anne Smith Malinowski (SEAL)
 ELIZABETH ANNE SMITH MALINOWSKI
Joseph Bradford Malinowski (SEAL)
 JOSEPH BRADFORD MALINOWSKI

STATE OF MARYLAND, CARROLL COUNTY, to wit:

1989 I HEREBY CERTIFY that on this 9th day of January, 1989, the above-named ELIZABETH ANNE SMITH MALINOWSKI, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Nancy Sue Rogash
Notary Public

My Commission Expires: July 1, 1990.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of January, 1989, the above named JOSEPH BRADFORD MALINOWSKI, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Nancy Sue Rogash
Notary Public

My Commission Expires: July 1, 1990

EXHIBIT A

Division of Tangible Personal Property

Husband's Property:

Table and two (2) chairs
Microwave oven
Microwave cabinet
Coffeemaker
Tea kettle
Cordless telephone
New answering machine
Slow cooker
Coffeebean grinder
Blender
Three (3) book shelves
Three (3) stackable tables
(Mary Agnes)
All other clocks
Small chest of three (3) drawers
Duck lamp
Green desk lamp
Small lamps
Dave and Meg picture
Horseshoe mirror
All musical equipment
Stereo
Personal albums and tapes
Oak and one (1) metal file cabinet
Oak desk and roller chair
Oak chair
Pine end table
Desk in Beth's den
Coffee table top
All tools currently at marital home
Brown couch
Loveseat
Black lamp from clubroom
Brass table lamp
Coffee table
Large cutting board
Birch stand with pile wood nailed
Two (2) stools
Formica breakfast bar
Wheelbarrow
Deck chairs
Camera and tri pod
One (1) set wall shelf
One (1) metal shelf
Mug rack
Typewriter
Indian Rug
Shop vac
Parakeete bird

Wife's Property:

Brown telephone
Crock pot
Popcorn popper
Mixer
Gift of wooden letter holder from Kenni
Spice rack
Recipe box
Toaster
Can opener
Staples set
Wooden utensil set
Lunchmeat slicer
Corner cabinet-bookshelf made by Father
Magazine rack
Two (2) round Ames tables
Bedroom and livingroom lamps
Anniversary clock
Livingroom couch and chair rocker
Blue vase and rose lamp
Two (2) ceramic cats
Livingroom picture
Silk fig tree
Wicker bathroom accessories
TV and VCR and personal albums
One (1) metal file cabinet and tapes
Large mirror
Aunt Jack's desk and chair
Old yellow desk
Tete-a-tete
Vacuum cleaner
One (1) set wall shelves
One (1) set metal shelves
China dishware
Sears typewriter
Exercise bike
Ten-speed bike
Dorm refrigerator
Norelco coffeemaker
Old answering machine
Plastic cutting board
Peekapoo dog.

ALL OTHER HOUSEHOLD ITEMS SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES.

EXHIBIT B

Marital Debts

Bankamericard Visa Account No. 4024-0807-6180-5239

Master Card Account No. 5329-0019-4121-9249.

RUSSELL W. SUBOCK : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
KATHY L. SUBOCK : CARROLL COUNTY
Defendant : CASE NO. CV 8425

O R D E R

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 19th day of June, 1992, that the Plaintiff be and he is hereby specifically ORDERED to comply with the terms of the Separation Agreement between the parties dated December 28, 1988 requiring him to provide health insurance coverage for the benefit of the minor children of the parties; and

IT IS FURTHER ORDERED, that the Defendant's requests that the Plaintiff be found in Contempt for his failure to abide by the Order of this Court dated April 17, 1990 and that child support be increased are hereby denied; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding.

Leon D. Curd

JUDGE

RECEIVED IN
CIRCUIT COURT
JAN 22 11 02 AM '92
WCM
CLERK

EXHIBIT A

BOOK 40 PAGE 221

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28th day of December, 1988, by and between RUSSELL W. SUBOCK, of Carroll County, Maryland, herein called "Husband", and KATHY L. SUBOCK, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Baltimore County, Maryland, on June 25, 1976, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after

Ph # 1
12/28/88

Ph # 1
12/28/88

BOOK 40 PAGE 222

due consideration, do fully and voluntarily agree as follows:

CHILDREN

That the physical care, custody and control of the children born of this marriage, namely, RUSSELL W. SUBOCK, JR. and BRYAN MATTHEW SUBOCK, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband. Said visitation shall include, but not be limited to, every other weekend from Friday evening until Sunday evening, one evening per week, one-half (1/2) of the major holidays to be alternated every other year, and reasonable summer visitation.

The parties further agree that all significant decisions concerning the children's health, safety, education, discipline and general well being shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor children and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). Decisions with respect to these matters shall not be made in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of One Hundred Fifty Dollars (\$150.00) per month per child (total \$300.00 per month) for the support and maintenance of each child for each month the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

It is agreed by and between the Parties that husband shall be entitled to claim BRYAN MATTHEW SUBOCK as a deduction for purposes of federal and state income tax, and wife shall be entitled to claim RUSSELL W. SUBOCK, JR., as a deduction for purposes of federal and state income tax.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

The parties agree that they shall equally divide all furniture and other personal property currently owned by them. It is specifically agreed that wife shall transfer to husband any and all interest that she may have in the following items of personal property: refrigerator, stove, dishwasher, lawn mower, china,

crystal, silver and bedroom furniture.

Husband agrees to transfer to wife any interest that he may have in a 1982 Mercury Marquis automobile. Wife agrees to indemnify and hold husband harmless regarding any expenses relative to the transfer and ownership of said motor vehicle.

It is agreed by and between the parties that wife shall be entitled to the sum of Fifteen Thousand Dollars (\$15,000.00) to be paid from the joint savings of the parties. Wife transfers to husband any and all interest that she may have in any additional joint monies owned by the parties.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 723 Fannie Dorsey Road, Sykesville, Maryland 21784.

It is agreed by and between the parties that wife will be permitted to remain in the marital residence for a period of eight (8) months following the execution of this Agreement, at which time she will vacate said residence and allow husband to move in.

It is additionally agreed between husband and wife that wife shall transfer to husband any and all interest that she has in the former marital home. Said transfer will take place at such time as husband presents a Deed to wife to accomplish said transfer. In exchange for the transfer of wife's interest in the house, it is agreed between the parties that husband shall pay to wife a sum determined pursuant to the following formula:

(a) The parties will mutually select a real estate appraiser to appraise the residence located at 723 Fannie Dorsey Road, Sykesville, Maryland, at this time. In the event that the parties are unable to select an

independent real estate appraiser, each party will select an individual appraiser and the average of the two appraisal values shall constitute the fair market value of the residence.

(b) From the fair market value of the residence, the amount of the existing Mortgage on the property as of the date of the appraisal will be subtracted.

(c) Husband will pay wife forty per cent (40%) of the amount determined in the immediately preceding paragraph. It is agreed between husband and wife that husband's payment to wife will be made in two equal installments. The first installment will be due and owing five (5) years from the date of the execution of this Agreement. The second installment will be due ten (10) years from the date of the execution of this Agreement. Husband's obligation concerning payment to wife shall be without interest and may be prepaid without any penalty at the option of the husband.

Husband agrees to indemnify and hold wife harmless regarding any obligation relative to the transfer or ownership of said house, including, but not limited to mortgage payments, payments on real estate insurance and real estate taxes.

During wife's occupancy of the marital residence for the eight-month period subsequent to the execution of this Agreement, it is agreed by and between the parties that wife shall assume responsibility for the payment of the Mortgage on said residence and all bills relative to the maintenance of said residence during the eight months of her residency.

INSURANCE

It is agreed by and between the parties that husband shall maintain health insurance for the benefit of the minor children of the parties until such time as

each child reaches the age of eighteen (18), becomes self-supporting or dies. It is additionally agreed that husband shall maintain health insurance coverage for the benefit of the wife until such time as either party obtains an absolute divorce. Subsequent to the granting of an absolute divorce between the parties, each party specifically waives the right to obtain health insurance benefits on his or her behalf through the other spouse's employer. Each specifically waives his or her right to make any claims under the provisions of Public Law 99-272, Title 10, regarding his or her right to obtain insurance through the other spouse's employer. Additionally, each party waives any rights to make a claim for health insurance benefits as a result of the other's employment or through their employer as provided for by any existing or future law promulgated by the State of Maryland. Each party will assume full responsibility for obtaining their own medical insurance and for the payment of all medical bills incurred on their behalf.

It is additionally agreed that the parties shall equally divide the cost of any uninsured medical expenses incurred on behalf of the children. It is agreed that wife will assume responsibility for one-half (1/2) of all medical expenses incurred on her behalf that are not covered by insurance until the date of the granting of an absolute divorce to either party.

It is agreed by and between the parties that husband will maintain currently existing life insurance on the children and assume responsibility for the payment of premiums with respect thereto. Husband agrees to pay life insurance premiums for the benefit of the wife on currently existing policies until such time as either party is granted an absolute divorce. Subsequent to the granting of an absolute divorce, each party will assume responsibility for the payment of any life insurance

premiums relative to maintaining policies on their own life.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

It is agreed by and between the parties that wife shall assume responsibility for any existing joint obligations, with the exception of the Mortgage on the marital residence and monies due Choice. It is agreed by and between the parties that wife will assume responsibility for sixty per cent (60%) of the existing Choice bill as of the date of the execution of this Agreement and husband shall assume responsibility for forty per cent (40%) of the Choice bill due as of the date of the execution of this Agreement.

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest

or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way

be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Laurence P. Wilson Russell W. Subock (SEAL)
Kathy L. Subock (SEAL)
 KATHY L. SUBOCK

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 28th day of December, 1988, the above-named RUSSELL W. SUBOCK personally appeared before me and made oath in due

form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Laurence P. Wilson
 Notary Public
 My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 28th day of December, 1988, the above-named KATHY L. SUBOCK personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Laurence P. Wilson
 Notary Public
 My Commission Expires: 7/1/90

11/1/90!

ADDENDUM TO VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 11/1/90 day of November, 1989, by and between RUSSELL W. SUBOCK, hereinafter referred to as "Husband", and KATHY L. SUBOCK, hereinafter referred to as "Wife".

WHEREAS, the parties hereto have previously executed a Voluntary Separation and Property Settlement Agreement dated December 28, 1988; and

WHEREAS, said parties have mutually decided to change certain particulars of said Agreement.

NOW, THEREFORE, in consideration of Wife's agreement to refrain from seeking a modification of child support at this time and certain other concessions by both parties, it is the parties' intention that said Voluntary Separation and Property Settlement Agreement be and is hereby amended in the following respects:

FIRST: The Voluntary Separation and Property Settlement Agreement dated December 28, 1988, except as hereinafter amended, is continued in full force and effect by the parties as their agreement and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

SECOND: The Paragraph entitled "CHILDREN" of the Agreement is hereby deleted and the following paragraph added in its place:

CHILDREN

That the physical care, custody and control of the children born of this marriage, namely, Russell W. Subock, Jr. and Bryan Matthew Subock, shall be with

21/1/90
4/1/90
h

and shall remain with the Wife, provided, however, that there shall be reasonable rights of visitation to Husband. Said visitation shall include, but not be limited to, every other weekend from Friday evening until Sunday evening, one evening per week, one-half (½) of the major holidays to be alternated every other year, and reasonable summer visitation.

The parties further agree that all significant decisions concerning the children's health, safety, education, discipline and general well being shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor children and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). Decisions with respect to these matters shall not be made in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and Husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to Wife the sum of Two Hundred Twenty-five Dollars per month per child (total \$450.00 per month) for the support and maintenance of each child for each month the child is in the custody of Wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

It is agreed by and between the parties that Husband shall be entitled to claim Bryan Matthew Subock as a deduction for purposes of federal and state income tax, and Wife shall be entitled to claim Russell W. Subock, Jr., as a deduction for purposes of federal and state income tax.

AS WITNESS the hands and seals of the parties hereto the

day and year first hereinabove written.

<u>Bernard L. Lurie</u>	<u>Russell W. Subock</u>
Witness:	RUSSELL W. SUBOCK
<u>Carol A. Lurie</u>	<u>Kathy L. Subock</u>
Witness:	KATHY L. SUBOCK

BOOK 40 PAGE 235

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of January, 1989, a Notary Public in and for the State and County aforesaid, personally appeared RUSSELL W. SUBOCK, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Voluntary Separation and Property Settlement Agreement are true and correct as therein stated and acknowledged said Addendum to be his voluntary act and deed.

As witness my hand and Notarial Seal.

Russell W. Subock
Notary Public

My Commission Expires: 07/01/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd day of December, 1989, a Notary Public in and for the State and County aforesaid, personally appeared KATHY L. SUBOCK, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Voluntary Separation and Property Settlement Agreement are true and correct as therein stated and acknowledged said Addendum to be her voluntary act and deed.

As witness my hand and Notarial Seal.

Carol A. Spencer
Notary Public

My Commission Expires: 07/01/90



BOOK 40 PAGE 236

WILLIS EDWARD HORNER * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
WANDA LLOYD HORNER * CARROLL COUNTY
Defendant * Civil #CV-4416

ORDER FOR ABSOLUTE DIVORCE

Upon the foregoing Complaint for Divorce, testimony having been taken on December 4, 1989 and April 16, 1990, evidence having been submitted and arguments of counsel having been heard, it is this 22nd day of December, 1990, by the Circuit Court for Carroll County,

ORDERED that the Plaintiff, WILLIS EDWARD HORNER, be and the same, is hereby granted an Absolute Divorce from the Defendant, WANDA LLOYD HORNER.

Paul K. Burns, Jr.
JUDGE

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FILED
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CIRCUIT COURT
RECEIVED IN

BOOK 40 PAGE 237

DARRYL E. HOFFMAN : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
PATIENCE M. HOFFMAN : CARROLL COUNTY
Defendant : CASE NO. CV8521

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, DARRYL E. HOFFMAN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATIENCE M. HOFFMAN; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 25, 1989 and filed in this case be and the same are hereby made a part hereof; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, PATIENCE MARIE BADER; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

John K. Bunn

JUDGE

BOOK 40 PAGE 238

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 20th day of April, 1989, by and between PATIENCE M. HOFFMAN of Columbia, Howard County, Maryland, hereinafter referred to as "Wife", and DARRYL E. HOFFMAN of Hampstead, Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on August 29, 1987, in Carroll County, Maryland. There were no children born to the parties during their marital union.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually separate on January 2, 1989, with the intent and purpose of ending

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the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that until they shall have been divorced absolutely, either party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: The parties agree that each shall be responsible for paying his or her own attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit; and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs, and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by

this Agreement more fully provided and set forth.

ITEM SIX: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or

widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

ITEM SEVEN: No representation, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

ITEM EIGHT: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Decree of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

ITEM NINE: The parties hereto specifically agree that the provisions of this Agreement, including those regarding spousal support, are not subject to any Court modification except as to the

issues of child support, child visitation and child custody.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

The parties agree that Wife shall be solely responsible for all those indebtednesses listed on Schedule 1, attached hereto and made a part hereof; and she shall hold Husband harmless with regard to the same.

The parties agree that Husband shall be solely responsible for all those indebtednesses listed on Schedule 2, attached hereto and made a part hereof; and he shall hold Wife harmless with regard to the same.

Husband agrees to keep Wife on his present health insurance policies through his employment until a Decree of Absolute Divorce.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees,

devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Patience M. Hoffman Patience M. Hoffman (SEAL)
PATIENCE M. HOFFMAN

Darryl E. Hoffman Darryl E. Hoffman (SEAL)
DARRYL E. HOFFMAN

STATE OF MARYLAND, HOWARD COUNTY, to wit:

On this 19 day of April, 1989, before me, a Notary Public in and for the State and County aforesaid, personally appeared PATIENCE M. HOFFMAN, personally known or made known to me to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 25th day of April, 1989, before me, a Notary Public in and for the State and County aforesaid,

BOOK 40 PAGE 245

personally appeared DARRYL E. HOFFMAN, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Bonnie S. Stoner
Notary Public
My Commission Expires: 7-1-90

BOOK 40 PAGE 246

SCHEDULE I

Wife is responsible for these indebtedness:

1. The loan with Provident Savings Bank on the Dodge Truck;
2. The Master Card with First Pennsylvania Bank;
3. The Woodward & Lothrop Charge Account;
4. The Hecks Charge Account.

SCHEDULE II

Husband shall be responsible for the following indebtedness:

1. The Town and Country Apartments lease;
2. The Ford Motor Credit Account;
3. The Master Card at Dauphin Deposit Bank;
4. The Montgomery Ward Account;
5. The Heckinger Account;
6. The Gordon's Jewelers Account (80010-4466969);

LINDA M. HERSHBERGER : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JOHN E. HERSHBERGER, III : CARROLL COUNTY
Defendant : CASE NO. CV8533

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, LINDA M. HERSHBERGER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN E. HERSHBERGER, III; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 3, 1989 and the Addendum thereto dated November 21, 1989, filed as Plaintiff's Exhibits 1 and 2 respectively, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, LINDA MADELINE BODE; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Linda K. Bury
JUDGE

THIS AGREEMENT is made this 3rd day of April, 1989, between LINDA M. HERSHBERGER (hereinafter "Wife") and JOHN E. HERSHBERGER, III (hereinafter "Husband").

STATEMENT

The parties were married by a religious ceremony in Howard County, Maryland on February 15, 1969. They have two (2) children born as a result of the marriage, namely, John Elmer Hershberger, IV, born February 13, 1970, and Tammy Lyn Hershberger, born September 10, 1971. On January 13, 1989, the parties mutually and voluntarily separated and have continuously since that time lived separate and apart, without cohabitation, with the intention of ending the marriage. The parties intend that this Agreement shall evidence their prior mutual and voluntary agreement to separate and thereafter to live separate and apart and shall finally determine, except to the extent expressly hereafter set forth, all questions of property rights, maintenance, support, alimony, child custody and child support, and other rights of either party growing out of their marriage relation or otherwise, without regard to whether or not any judgment of divorce may be obtained by either party. Wife's Social Security number is 217-50-7461. Husband's Social Security number is 213-46-1876.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the parties contained herein, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. VOLUNTARY SEPARATION AGREEMENT

On January 13, 1989, Husband and Wife mutually and voluntarily agreed to thereafter live separate and apart without any cohabitation, with the intention of ending the marriage, and that each was to be free from any control, authority, restraint or interference, direct or indirect, by the other and each should reside separate and apart from the other at such place or places as he or she might elect. In fact, the parties have done so. The parties hereby evidence, ratify and confirm their prior

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agreement and mutually and voluntarily agree to continue the same.

2. AGREEMENT REGARDING CUSTODY AND SUPPORT OF CHILDREN

A. Custody and Visitation

Wife shall have the care and custody of the minor child of the parties.

Husband shall have the right to visit the child and to have her with him at all reasonable times.

B. Decisions Regarding the Minor Child's Welfare

The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their child. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the child and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the child. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with the third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the child and execute any authorizations so that all information concerning the children shall be equally available to both parties.

C. Child Support

Husband and Wife acknowledge that they are jointly chargeable with the support, care, welfare and education of their child and that each will contribute to the support and well-being of the child in accordance with their respective abilities to do so.

D. Medical Insurance and Expenses

Husband shall maintain his existing hospital and medical insurance and major medical insurance for the benefit of the children of the parties or replace the same with and maintain comparable insurance so long as Husband has any duties to them pursuant to this Paragraph 2 of this Agreement.

Husband further agrees that during such period of time to pay all reasonable and necessary medical expenses for the children not covered by such medical insurance.

E. Education - Private and College

Husband shall be financially responsible for and provide each child of the parties with four years of undergraduate college education, including tuition, room, board, books and fees, less credit for any grant, scholarship, or other financial aid provided to the children by or through their respective colleges, regardless of whether or not Husband's duty to support them has theretofore terminated.

Husband shall be consulted regarding the choice of college prior to both application and admission.

The parties agree that the Husband's financial obligation for the children's college education may be funded out of the home equity line of credit at Westminster Bank & Trust in the amount of \$40,000.00, Account No. 05500065701270002405652-86 which is secured by the home owned by the parties known as 5930 Snowden's Run Road, Sykesville, Maryland 21784. It is expressly understood and agreed that this line of credit may be used only for the college education expenses of the children and that Husband shall be solely responsible for the timely repayment of any monies drawn against the line of credit in accordance with its terms and shall indemnify and hold Wife harmless from any and all liability for any installment payments due in connection therewith, except that in the event that there remains an outstanding balance due on said line of credit at the time the property is sold in accordance with Paragraph 6 of this Agreement, then any such outstanding balance shall be paid prior

to a division between the parties of the proceeds of the sale of the property.

F. Liability for Breach of Child Support Provisions

Should Husband breach any of his duties pursuant to paragraph 2A-E of this Agreement, Husband, his personal representatives and his estate shall be liable to reimburse Wife for or pay the supplier for all reasonable bills paid or incurred by Wife for the support and maintenance of the children of the parties which Husband is or otherwise would be responsible for pursuant to those Paragraphs.

3. Waiver of Alimony

In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the parties to live separate and apart, the provisions contained herein for the respective benefit of the parties and other good and valuable considerations, Husband and Wife waive any claim against the other for alimony or support or maintenance, for himself or herself, past, present and future, and will make no claim for the same against the other.

4. Health Benefits for Wife

Husband shall maintain his existing hospital and medical insurance and major medical insurance for the benefit of Wife or replace the same with and maintain comparable insurance as long as the parties are married. During such period, Wife shall pay all of her reasonable and necessary medical expenses not covered by medical insurance.

If, at the time that a Judgment of Divorce be entered, Wife elects to continue to be covered for medical insurance through Husband's employer, Husband hereby agrees to make election with his employer within ten (10) days of the date of the judgment of divorce for continued coverage for Wife under his present health coverage plan. Wife shall be solely responsible for payment of all premiums due to the employer for such health coverage.

5. Life Insurance

Husband shall keep in force and promptly pay the premiums on the presently existing insurance policy or policies on his life which are provided through his employer, C & P Telephone Company, having death benefits of approximately \$160,000.00.

Husband shall endorse these policies so that Wife shall be the primary beneficiary of the death benefits thereof for a period of five (5) years from the date hereof. Husband shall at Wife's request from time to time furnish evidence of the life insurance beneficiary designations made pursuant to this Paragraph and that the policies are in force. Should Husband replace any policies, he shall do so in such manner as to provide continuous insurance coverage having the same beneficiaries and at least the same death benefits.

Husband's personal representative and his estate shall be liable for any breach of this Paragraph.

6. Real Property

The parties own as tenants by the entireties the fee simple property known as 5930 Snowden's Run Road, Sykesville, Maryland 21784, which has been occupied as a dwelling by the parties and their children. The property is subjected to the joint indebtedness of the parties secured by the lien of a mortgage held by Madison Square Savings & Loan Association, Mortgagee, which has an approximate present principal balance of Twenty-Six Thousand (\$26,000.00) Dollars. Wife shall have the nonassignable and exclusive right to occupy this property as her principal personal residence, rent free, until the first to occur of any one of the following terminating events: her death, her remarriage, her ceasing to use the premises as her principal personal residence, or five (5) years from the date ^{of this separation} ~~of this Agreement~~. During the period of Wife's occupancy, Husband shall promptly and regularly pay, without claim for reimbursement, the fixed monthly mortgage payment directly to the Mortgagee including, without limitation the cost of the Homeowner's Insurance Policy or other insurance coverage presently in effect

with regard to the property. The real property tax is billed separate from the mortgage and shall be divided equally between the parties. During the period of her occupancy Wife shall keep the property in good order and repair and pay the cost of all utilities furnished to the premises, including, without limitation, gas, electricity and telephone service, except that during the period of Wife's occupancy of the property, Husband will contribute one-half (1/2) of any necessary major repairs to the property in excess of Five Hundred (\$500.00) Dollars in any one year. Husband shall be consulted in advance as to the need for and the nature and expense of the repair. Ordinary or foreseeable maintenance not exceeding \$500.00 shall not be considered major repair. Major repair shall only be those items which would be considered as capital improvement and depreciable pursuant to the Internal Revenue Code, were the property a business property.

Wife may continue to reside in the property after the occurrence of the above terminating events if at the time of such terminating event the parties agree to her continued occupancy. In that event, Wife shall be responsible for payment of the mortgage, homeowner's insurance, real property taxes and repairs to the property in addition to the other expenses for which she is responsible as provided in the previous paragraph. For so long as Wife occupies the property, Husband shall be solely responsible for the timely repayment of the balance due on the equity line of credit at Westminster Bank and Trust.

Upon termination of Wife's right to occupancy or any extension thereof, Wife shall have the option to purchase the property as follows: Wife shall pay to Husband a sum equal to one-half of the net equity in the property computed as the fair market value of the property less any liens or encumbrances, including the outstanding balance of mortgage and equity line of credit, divided by two (2). (For example, FMV \$100,000 less \$50,000 mortgage encumbrance equals \$50,000 divided by 2 equals \$25,000 due to Husband.) In the event that the parties are

unable to agree on the fair market value of the property, they agree that the property will be appraised and that the cost of such appraisal will be divided equally between them. All other costs attendant to buying out Husband's interest in the property shall be borne by Wife. Husband shall promptly execute all documents as may be necessary to transfer all of his right, title and interest in and to the property to Wife, and Wife shall thereafter assume sole responsibility for all expenses of ownership including without limitation the mortgage, taxes, repairs, utilities and insurance and indemnify and hold Husband harmless from any and all liability in connection with same.

Upon the happening of the termination of Wife's right to occupancy or any extension thereof, if Wife does not exercise her option to purchase, then the property shall be sold for the best price obtainable at private sale and the net proceeds therefrom, after payment of the expenses thereof and the discharge of all then outstanding liens and encumbrances thereon, shall be divided equally between the parties. Wife hereby covenants to surrender and vacate the property not less than five (5) days prior to the settlement date for the sale of the property and leave the property in as good condition as at the time of this Agreement, reasonable wear and tear expected.

Husband agrees that until the first to occur of the above set forth terminating events, Husband shall not occupy the property nor convey or attempt to convey any interest in the property regardless of whether or not at such time Husband and Wife own the property as tenants by the entireties, as tenants in common or otherwise. It is understood and agreed that should the parties be divorced in the future at a time when they still own the property and thereupon become tenants in common of the property, except to the extent expressly limited herein, each party reserves all rights available to a tenant in common pursuant to the law of Maryland, including, without limitation, the right to require a sale of the property in lieu of partition and a division of the proceeds of sale after the satisfaction of

all outstanding liens and encumbrances. Husband further agrees, however, not to exercise his right to demand sale in lieu of partition for the property until or after the first to occur of the above set forth terminating events. Until the first to occur of the above set forth terminating events, except as provided in Paragraph 2E of this Agreement relating to the financing of college expenses, neither party shall without the express written consent of the other, cause or suffer any additional lien or encumbrance to attach to the property and shall save the other harmless therefrom.

It is the intention of the parties that until the youngest child of the parties graduates from college, Wife and the children shall continue to use and occupy the property as their family home, subject to the foregoing terminating events. To that end, it is expressly agreed that in the event of Husband's death prior to the occurrence of any such terminating event, Wife shall continue to be entitled to occupy the property pursuant to the terms of this Paragraph 6. Further, Husband's death shall not terminate any of Husband's obligations to Wife and/or the children pursuant to Paragraphs 2, 6 and 9 of this Agreement which shall survive him and shall be binding upon his heirs, personal representatives and assigns.

7. Tangible Personal Property

Wife is the owner of a 1984 Chevrolet Monte Carlo which is titled in her sole name. Husband hereby relinquishes and waives any right, title or interest in and to said automobile and Wife shall be solely responsible for any and all expenses in connection therewith and indemnify and hold Husband harmless from any liability in connection with the same.

Husband is the owner of a 1985 Buick Skylark and a 1984 Chevrolet Corvette. Wife hereby relinquishes and waives any right, title or interest in and to said automobiles and Husband shall be solely responsible for any and all expenses in connection therewith and indemnify and hold Wife harmless from any liability in connection with the same.

All other tangible personal property of the parties has already been divided between them and each shall hold as his or her sole and separate property such articles of tangible personal property as are now in his or her respective possession except those articles of tangible personal property set forth on the Schedule attached hereto which shall be Husband's and may be taken into possession by him at any time before or after the execution of this Agreement, but no more than one year after the date of this Agreement.

8. Intangible Personal Property

Each party is and shall remain the owner of all such bank, savings, financial institution accounts, securities, annuities, pension interests, as are presently in his or her name alone.

Husband and Wife own as joint tenants sixteen (16) shares of stock in C&P Telephone Company. The parties agree to equally divide the stock and shall execute such documents as may be necessary to make such transfer to the other party.

9. Debts

Husband and Wife warrant that neither of them has incurred any debt or obligation for which the other is or may become liable, except:

<u>Creditor</u>	<u>Approximate Amount of Debt</u>
CHOICE/VISA	\$4,000.00
Hecht Company	\$ 420.00
Montgomery Wards	\$1,000.00

which debts, to the extent set forth above, Husband agrees to pay.

Husband and Wife shall not in the future incur any debt or obligation for which the other may become liable except as otherwise provided by this Agreement. Each party shall save the other free and harmless from any past or future debt or obligation.

10. Counsel Fees

Each party shall pay their own counsel fees for legal services rendered to them to the date of this Agreement and each shall pay their own counsel fees in connection with any future disputes or legal proceedings between the parties. In any proceeding resulting in an Absolute Divorce, the party instituting such proceeding shall pay the Court costs and Master's fees, if any.

11. Joint Tax Returns

The parties may execute and file joint Federal and State income tax returns for the year 1989 and shall consider so filing in any subsequent years in which it may be lawful to do so, if both parties agree to so file. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective taxable income computed as if each party filed separate returns as a single taxpayer, provided, however, that in no event shall Wife's tax liability exceed that tax which she would have had to pay had she filed separate returns as head of household. Any refunds due the parties as a result of the filing of joint income tax returns shall be divided between the parties proportionately based on each party's tax liability computed as if each party filed separate returns as a single taxpayer, provided, however, in no event shall Wife's refund or the amount to be received from Husband in lieu of refund be less than she would have received had she filed separate returns. Each party warrants to the other that all of the information provided by him or her for the preparation of the returns will be true, correct and complete. Each party shall in all respects hold the other harmless from any claims for State and Federal income taxes which is attributable to such party's income and deductions and if there is a deficiency assessment on the return, the party whose tax information or income is responsible for the same shall pay the amount ultimately determined to be due, together with interest and penalties, if any, as well as all expenses, including counsel fees, that may be incurred if such party

decides to contest the assessment. Each party shall hold the other harmless from any claim, damage or expense arising out of any deficiency assessment which is made reason of such party's tax information or income.

12. Independent Clauses

It is expressly understood and agreed by the parties that all promises set forth herein are made in consideration of and are dependent upon each other.

13. Jurisdiction

The parties covenant and agree that regarding any dispute arising out of any of the terms of this Agreement, in addition to any other lawful jurisdiction, the Courts of the State of Wife's domicile from time to time shall have to the fullest extent permitted by law and this Agreement jurisdiction over the subject matter of any such dispute and the persons of the parties and their children, regardless of Husband's then domicile or residence, provided, however, that Husband is given adequate actual notice and a reasonable opportunity to appear before the Court.

14. Notice of Address

So long as Husband has any duties to Wife or the children of the parties pursuant to this Agreement, each party shall keep the other informed of his or her then residence from time to time. Any notice given pursuant to this Agreement may be directed to the party's address last disclosed or known to the other.

15. Financial Disclosures

This Agreement is based upon voluntary financial disclosures by each party to the other. Each party warrants that their voluntary financial disclosure to the other has been full and complete and agrees that any substantial failures to disclose, can be asserted by the other party as a grounds for a rescission of all or part of the Agreement.

16. Independent Counsel and Fairness of Agreement

This Agreement has been prepared by Wife's attorney, Ruth Atkinson Lusby, who is representing Wife only. Each party has

had the opportunity to be represented by independent counsel of his or her own choosing in the negotiation of this Agreement and to have both the legal and practical effect of this Agreement in each and every respect fully explained and disclosed by his or her attorney. Husband and Wife acknowledge that the Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person or persons upon either party, and that each has signed the Agreement freely and voluntarily.

17. Further Assurances

The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement. The parties for themselves and their respective heirs, personal representatives and assigns agree to furnish any and all documents, records or information necessary to permit either or both parties to comply with tax reporting and recordkeeping requirements. The parties for themselves and their respective heirs, personal representatives and assigns agree to execute any waivers or consents regarding any spousal rights in any pension plan, profit sharing plan or other retirement plan in which the other may have any interest.

18. Indemnification in Case of Breach

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, if any provision of this Agreement is claimed by either party to have been breached, no action may be brought

against the other unless the party making the claim of breach has given the other written notice specifying the breach asserted and unless the other has not cured the alleged breach within fifteen (15) days after receiving the written notice.

19. Integration Clause

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

20. Mutual Release

Except for any ground for divorce which either party may have against the other, and except for the rights provided in the Agreement, the parties, for themselves and for their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all rights pursuant to Maryland Code, Family Law Article, Sections 8-201 through 8-213 and all right, title and interest which he or she might now have or hereafter have as husband or wife, widow or widower, next-of-kin, successor or otherwise, in and to any property of the other, real or personal, whether now owned or hereafter acquired, against such other, the estate of such other, or any part thereof, including, but not limited to, rights arising out of acts, contracts, engagements or liabilities of such other by way of dower or curtesy, statutory thirds, halves or legal shares or claims in the nature of dower or curtesy or widow's or widower's rights, or under intestate laws, or the right to take against the spouse's Will or the right to treat a lifetime conveyance by the other as testamentary or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death or any rights to receive any legal right or interest whatsoever or all other rights of a surviving spouse to participate in or administer a deceased spouse's estate, whether arising

under the laws of Maryland or any state, commonwealth or territory of the United States or any other country.

Notwithstanding any provision contained in this Paragraph to the contrary, either party may, by Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will as the testator or testatrix may deem desirable, and the provisions of this Paragraph shall not preclude the survivor or his or her personal representative from his or her entitlement to the bequest and/or devise specified in the Last Will and Testament.

Except as otherwise provided in this Agreement, each of the parties hereby expressly waives any legal right either may have under any federal or state law as a spouse to participate as a payee or beneficiary under any interest the other may have in any pension plan, profit sharing plan or other form of retirement or deferred income plan, including, but not limited to the right either of them may have to receive any benefits in the form of lump sum death benefit, joint and survivor annuity or preretirement survivor annuity and each of the parties hereby expressly consents to any election made by the other, now or in the future, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan.

21. Reservation of Grounds for Divorce

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

22. Incorporation, Without Merger of Agreement into Divorce Judgment

This Agreement is not intended in any way to affect or prejudice the rights of either party to bring suit for divorce. This Agreement shall survive and continue in full force whether or not a judgment of divorce shall be entered in any action

between the parties in any jurisdiction. In case a judgment of divorce shall be entered in any jurisdiction in favor of either party, the terms of this Agreement shall, at the request of either party, be incorporated, but not merged in, the judgment of the court to the extent possible.

23. Binding on Parties Successors

This Agreement shall be irrevocably binding upon the parties, their respective heirs, personal representatives and assigns, and the parties and their respective heirs, personal representatives and assigns shall execute such other supplemental agreements, deeds or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

24. Cancellation, Modification or Waiver

Any cancellation, modification or waiver of this Agreement or any of its provisions shall be made only upon the express agreement of the parties in writing and signed, sealed and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification or waiver of the same.

25. Severability

If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provision or provision held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

26. Controlling Law

The parties are presently residents of and domiciled in the State of Maryland and this Agreement shall be construed in accordance with the laws of that State.

27. Reconciliation

This Agreement shall not be invalidated or otherwise affected by a reconciliation between the parties or a resumption

of marital relations between them unless a writing, signed, sealed and acknowledged by both parties so provides.

28. Headings

Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for convenience of reference and do not constitute a part of the Agreement, nor shall they effect the meaning, construction or effect of any of the paragraphs of the Agreement.

29. Gender

Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

30. Non-modification

It is expressly understood and agreed by the parties that all promises set forth in this Agreement are not subject to any Court modification.

WITNESS the hands and seals of the parties the day and year first above written.

WITNESS:

[Signature]

Shirley M. Hall

Linda M. Hershberger (SEAL)
Linda M. Hershberger

John E. Hershberger, III (SEAL)
John E. Hershberger, III

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 31st day of April, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared John E. Hershberger, III, the "Husband" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is his voluntary act and deed and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

Shirley M. Hall
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CITY/COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 17th day of March, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Linda M. Hershberger, the "Wife" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is her voluntary act and deed and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

Carol A. Bode
Notary Public

My Commission Expires: 7/1/90

AMENDMENT TO AGREEMENT OF APRIL 3, 1989
BY AND BETWEEN
LINDA M. HERSHBERGER AND JOHN E. HERSHBERGER, III

This Amendment to Agreement of April 3, 1989 is made this 21st day of November, 1989, by and between Linda M. Hershberger, "Wife", and John E. Hershberger, III, "Husband".

WHEREAS, the parties hereto executed an agreement on April 3, 1989 addressing issues regarding their marriage, children and property among other things (the "Agreement"); and

WHEREAS, the parties have agreed to amend that Agreement in certain respects.

NOW THEREFORE, in consideration of the promises and mutual covenants of each, the exchange of one dollar, and other good and valuable considerations, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. The third paragraph of Section 2E of the Agreement is hereby deleted. The first and second paragraphs of Section 2E are unchanged so that Husband shall be solely liable for the college expenses of each child of the parties, but said obligation shall not be funded by the use of the home equity line of credit secured by the family home of the parties known as 5930 Snowden's Run Road, Sykesville, Maryland.

2. Section 6 of the Agreement is hereby modified to provide that within 60 days of the execution of this Amendment to Agreement, Wife shall have the right to purchase Husband's interest in the home owned by the parties known as 5930 Snowden's Run Road, Sykesville, Maryland, for the sum of \$10,000.00. Upon

16 # 2
3/20/90
for



said payment by Wife to Husband, Husband shall sign all deeds, contracts and/or other documents necessary to transfer all of his right, title and interest in and to the property to Wife and he shall cooperate in any manner necessary to expedite such a transfer. Wife shall assume the presently outstanding mortgage on the family home held by Madison Square Savings & Loan Association and shall indemnify and hold Husband harmless from any further obligation or liability thereon. Further, upon transfer of said property to Wife, Husband's name shall be removed from the home equity line of credit and any existing balance on the home equity line of credit as of October 1, 1989, up to the amount of \$20,000.00, shall be Wife's responsibility and she hereby agrees to indemnify and hold Husband harmless from any further obligation or liability thereon.

3. In the event that Wife does not purchase Husband's interest in the property as provided in paragraph 2, above, then Wife's obligations to pay the outstanding balances of the mortgage and the home equity loan shall not come into effect nor have any efficacy at all and Husband shall continue to be liable for said payments and make payment in accordance with the terms thereof.

4. The parties agree that at the time of divorce Wife shall be entitled to resume her maiden name, Linda Madel ine Bode.

5. All sections and provisions of the original Agreement not specifically amended by this document shall remain in full

force and effect. Should any amendment in this document contradict an explicit provision of the original Agreement, the amendment herein shall control.

WITNESS the hands and seals of the parties the day and year first written above.

WITNESS:

Carol A. Bode Linda M. Hershberger (SEAL)
Carol A. Bode John E. Hershberger, III (SEAL)

STATE OF MD, CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 21 day of NOVEMBER 1989, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared Linda M. Hershberger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Carol A. Bode
 Notary Public
 My Commission Expires: 7/1/90

STATE OF MD, CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 21 day of NOVEMBER 1989, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared John E. Hershberger, III, known to

me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Carol A Bode
Notary Public
My Commission Expires: 7/1/90

HOMAYOUN NMN TAJALIBAKHSH	*	IN THE
Plaintiff	*	CIRCUIT COURT
V	*	FOR
HOSSEIN NMN GHAJARI	*	CARROLL COUNTY
Defendant	*	CV NO. 6245
*	*	*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety that the above-named Plaintiff, HOMAYOUN NMN TAJALIBAKHSH, be and she is hereby granted an Absolute Divorce from the Defendant, HOSSEIN NMN GHAJARI; and

It is further ORDERED that the Plaintiff, HOMAYOUN NMN TAJALIBAKHSH, be and she is hereby awarded the guardianship and custody of SIMIN GHAJARI AND SIAVASH GHAJARI, the minor children of the parties hereto, with the right unto the Defendant, of reasonable visitation as agreed between the parties; and

It is further ORDERED that the Defendant shall be generally charged with the support of the minor children of the parties, SIMIN GHAJARI and SIAVASH GHAJARI, subject to any other or further Orders of this or any other Court of competent jurisdiction; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement of the parties dated August 31, 1988, be and it is hereby incorporated in this Decree as if fully set forth; and

It is further ORDERED that the Defendant shall pay the costs of these proceedings.

CLERK
CIRCUIT COURT
JUDGE
Raymond E. Bode Sr.
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 31st day of Aug., 1988,
by and between HOSSEIN GHAJARI, ("Husband") and HOMAYOUN TAJALIBAKHSH,
("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on October 19, 1981, in Tehran, Iran. The parties have two children, namely SIMIN GHAJARI (born July 13, 1982) and STAVASH GHAJARI (born April 23, 1984) minor children. Differences have arisen between the parties and they are as of the date of this Agreement living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit with the Children at reasonable times as agreed between the parties, providing however that Husband shall not remove the children from the State of Maryland without the prior written consent of the wife.

CHILD SUPPORT

The parties acknowledge that Wife is presently receiving AFDC (public assistance), for the minor children of the parties and has assigned her right to support to the Carroll County Department of Social Services. Husband has not at the present time agreed nor been Court-ordered to provide re-imbursement to the State of Maryland for the Assistance which Wife is receiving on behalf of the children.

Nevertheless, Wife expressly retains her right to seek an immediate modification of the amount of Child Support at such time as she is no longer receiving AFDC. Husband agrees that the cessation of Wife's Public Assistance in and of itself constitutes a change of circumstances justifying the review of the amount of support.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall, as of the date of this Agreement, live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Family Law Article Sections 8-201 through 8-213, of the Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

PERSONAL/MARITAL PROPERTY

The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband,

The parties agree that all tangible personal property and household chattels presently located at Husband's shall be and remain the sole and exclusive property of husband, free and clear of any interest of Wife,

Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any other stocks, bonds or other securities, savings or checking accounts, social security benefits, retirement/pension plans, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

MUTUAL/ALIMONY WAIVER

Each party expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance upon their marital relationship.

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

INCOME TAX RETURN

Husband and Wife shall file a joint Federal and State income tax return for tax year 1988 and subsequent years, if permitted by law and agreeable to both parties. Any refund forthcoming from such tax returns shall be divided as agreed between the parties prior to the signing of the returns.

LEGAL FEES AND COURT COSTS

Each party shall be responsible for his or her own attorney's fees arising from any uncontested action based on this Voluntary Separation and Property Settlement Agreement. The Court costs and Master's fee arising out of any uncontested action shall be paid by Husband. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any legal proceeding between them which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any Decree which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless

of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

Should any of the provisions of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his/her legal representative drafted all or any part thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 31st day of Aug., 1988.

WITNESS:

George O. Smith
Carol A. Clements

Hossein N. Ghajari (SEAL)
HOSSEIN GHAJARI

Homayoun Tajalibakhsh (SEAL)
HOMAYOUN TAJALIBAKHSH

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of August, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HOSSEIN GHAJARI known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



George O. Smith
NOTARY PUBLIC
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of Aug., 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HOMAYOUN TAJALIBAKHSH known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Carol A. Clements
NOTARY PUBLIC
My Commission Expires: 7/1/90

NORMAN EUGENE MANN, JR. : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
KIMBERLY ANN SHREWSBURY MANN : CARROLL COUNTY
Defendant : CASE NO. CV8710

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 17th day of April, 1990, that the Plaintiff, NORMAN EUGENE MANN, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KIMBERLY ANN SHREWSBURY MANN; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, KIMBERLY ANN SHREWSBURY; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Bury

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 17 9 18 AM '90
LARRY W. SHIPLEY
CLERK

ELAINE M. TAGLIARENI : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
NICHOLAS TAGLIARENI : CARROLL COUNTY
Defendant : CASE NO. CV6274

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Counter Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of April, 1990, that the Counter Plaintiff, NICHOLAS E. TAGLIARENI, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Counter Defendant, ELAINE M. TAGLIARENI; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay unto the Counter Defendant as alimony the sum of Fifty Dollars (\$50.00) per week accounting from October 27, 1989 and continuing for a total period of time not to exceed Three (3) years. Said payments are not subject to review of this Court and shall terminate prior to three (3) years upon the death or remarriage of the Counter Defendant or the death of the Counter Plaintiff, said payments being subject to the following provisions of law:

(1) If the Counter Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Counter Plaintiff shall be subject to earnings withholding;

(2) The Counter Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Counter Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Counter Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 27, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff's Complaint be and the same is hereby dismissed; and

IT IS FURTHER ORDERED, that the Counter Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, ELAINE MARIE KOLAN; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay the costs of these proceedings.

Raymond E. Beck Sr.
JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 27th day of October, 1989, by and between Nicholas E. Tagliareni, hereinafter referred to as "Husband" and Elaine M. Tagliareni, hereinafter referred to as "Wife."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 2, 1969, in Bayonne, New Jersey. No children were born of the marriage.

For causes arising prior hereto, the parties have lived separate and apart, voluntarily and by mutual consent in separate abodes, without cohabitation, since November 22, 1986, with the purpose and intent of ending their marriage.

The parties deem it in their best interest to enter into this Agreement to settle forever all personal and property rights arising out of their marriage or otherwise which either may now or hereafter have against the other.

NOW THEREFORE, in consideration of the mutual covenants, provisions, promises and terms contained herein, the parties hereby agree and covenant as follows, all as of the date of this Agreement.

CP#1
3/27/90

be divided equally between the parties, without contribution to either party for payments made after the separation of the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage. The net proceeds shall include any funds credited and/or refunded to the parties from any mortgage escrow account. The parties agree that each shall be individually responsible for payment of any taxes on proceeds actually recieved from sale of the property.

4. PENSION

The Husband, as a Federal Government employee, is entitled to retirement benefits under the Federal Civil Service Retirement System. The Husband agrees to convey to the Wife, in cash, Ten Thousand Dollars (\$10,000.00) as consideration for her waiver of all present and future rights to Husband's pension, including survivor benefits. The consideration shall be paid to the Wife at settlement from Husband's share of the proceeds of the sale of real property. The Wife shall, within ten (10) days of the request by the Husband, execute such documents as may be necessary to effectuate the purposes of this provision.

5. PERSONAL PROPERTY

The Wife, by October 15, 1989, shall remove from the

marital residence all of her personal belongings, as well as the bedroom set, the living room set, the sofa bed, the freezer, the washing machine, and one bookcase. The Husband agrees to advance to the Wife the sum of Eleven Hundred Dollars (\$1,100.00) for the cost of moving the above-named items. The Wife agrees to reimburse the Husband for such expense from her share of the proceeds of sale of the marital residence. All other personalty and contents of the marital residence shall be retained by the Husband.

Prior to the execution of this agreement, the parties divided their jointly owned savings bonds and bank accounts.

Any and all other personal property not specifically mentioned in this Agreement which is presently in the possession, ownership, or name of the respective parties as of the date hereof, will remain in their individual possession and ownership and shall include, but not be limited to, personal possessions, pension or profit sharing benefits, bank accounts, automobiles, stocks, bonds, jewelry and other such property.

6. ALIMONY

Husband shall pay to the Wife the sum of Fifty Dollars (\$50.00) per week alimony for three (3) years, commencing on the execution of this Agreement. Such alimony paid by the Husband is not subject to any court modification and shall terminate earlier upon the death or remarriage of the Wife or the death of the Husband.

7. INSURANCE

The Husband shall maintain medical insurance, both basic and major coverage, for the benefit of the Wife until the date of divorce, provided such insurance coverage is reasonably available to him. In the event the Husband fails to provide said insurance he shall be liable for all expenses incurred by the wife which would be covered by said insurance. The Wife shall pay for any of her own personal unreimbursed expenses.

8. DEBTS AND OBLIGATIONS

The parties represent that there are no outstanding obligations other than those mentioned herein or elsewhere in this Agreement.

Except as herein provided, the parties covenant and agree that neither has incurred nor shall incur any debt, or has made or entered into any transaction that has or will bind the other directly or indirectly, unless provided for in this Agreement. Each party agrees to hold the other harmless and to indemnify the other against the payment of any monies and obligations or expenses in connection therewith which the party shall be obligated to pay to third parties by virtue of any party's failure to comply with the terms of this Paragraph, including reasonable counsel fees and disbursements.

9. COUNSEL FEES

The Husband agrees to reimburse Wife the sum of Five Hundred Dollars (\$500.00) as a contribution toward counsel fees incurred for legal services rendered or to be rendered to Wife in connection with this Agreement. Said sum shall satisfy all obligations by Husband for counsel fees and court costs incident to the dissolution of this marriage and the preparation and negotiation of this Agreement. The party filing for divorce shall pay court costs incident thereto. Wife hereby releases Husband from any further obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever, except that either party may seek counsel fees from the other in connection with a proceeding to enforce this Agreement.

10. MUTUAL WAIVER AND RELEASE

Except for the right, which each of the parties hereby respectively reserves, to assert as ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other

or against his or her property, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Md. Code Family Law Sections 8-201 through 8-213, and any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement. They do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or

interest whatsoever therein, including the right to administer upon the estate of the one so dying.

11. EXECUTION OF FURTHER INSTRUMENTS

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

12. INCORPORATION

With the approval of any court of competent jurisdiction, the terms of this Agreement shall be incorporated in, and not merged with, any judgment, order or decree passed by said court in any action for divorce now or hereafter brought by either party. In the event that this Agreement or any of the terms hereof is not incorporated in said decree, the Agreement shall continue to be binding upon the parties and their respective heirs, representatives and assigns.

13. SEVERABILITY

The several clauses of this Agreement are severable and not

dependent on each other or any other clause of this Agreement. In the event that any clause or clauses of this Agreement shall be determined to be null and void for any reason, it shall not void this entire Agreement or any of the other clauses hereof not expressly declared null and void.

14. CHANGE OF RESIDENCE

As long as any provision contained herein remains executory, each party shall keep the other informed of his or her residence and telephone number or such other place as he or she may readily receive communications, informing the other of any change of such residency or place of communication within five (5) days of the actual change thereof.

15. INTEGRATION CLAUSE

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. INDEPENDENT COUNSEL

Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying

upon any representations other than those expressly set forth herein.

17. SITUS

The laws of the State of Maryland shall govern the execution and enforcement of the within agreement.

18. CAPTIONS

The captions at the beginning of each of the clauses of this Agreement are inserted only as a matter of convenience, and are in no way intended to be a substantive part hereof, or to define, limit, affect or supplement any provision of this Agreement.

AS WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

WITNESS:

James A. De Nicholas E. Tagliareni
James A. De Elaine M. Tagliareni

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S)

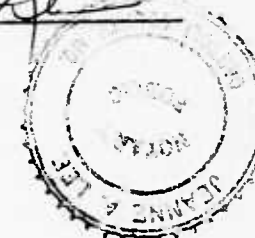
SS:

I HEREBY CERTIFY that on this 27th day of October, 1989,

the above-named NICHOLAS E. TAGLIARENI personally appeared before me and made oath in due form of law under penalty of perjury that the matters and facts set forth in the foregoing Separation Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: 7-1-90

STATE OF MARYLAND)
~~NEW JERSEY~~) SS:
COUNTY OF CARROLL)
~~HUDSON~~

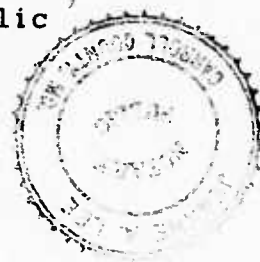
I HEREBY CERTIFY, that on this 27th day of October, 1989, the above-named ELAINE M. TAGLIARENI personally appeared before me and made oath in due form of law and under penalty of perjury that the matters and facts set forth in the foregoing Separation Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full

understanding thereof.

AS WITNESS my hand and Notarial Seal.

James A. De
Notary Public

My Commission Expires: 7-1-90



JOYCE MARIE SIPLING * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
PATRICK WADE SIPLING * CARROLL COUNTY
Defendant * Case No. CV7920
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 20th day of April, 1990, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, JOYCE MARIE SIPLING, be, and she is hereby, granted an Absolute Divorce from the Defendant, PATRICK WADE SIPLING; and it is further

ORDERED that the Plaintiff be, and she is hereby, authorized to resume her former name of JOYCE MARIE WILSON.

Raymond C. Bach, Sr.
JUDGE

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CIRCUIT COURT
CARROLL CO., MD
APR 20 4 31 PM '90
LARRY W. SIPLING
CLERK

LYNN CAROL BRABHAM : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JOHN CLIFFORD BRABHAM, JR. : CARROLL COUNTY
Defendant : CASE NO. CV8062

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *20th* day of April, 1990, that the Plaintiff, LYNN CAROL BRABHAM, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN CLIFFORD BRABHAM, JR.; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, TRACY LYNN BRABHAM (born December 2, 1982) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of One Hundred Twenty Dollars (\$120.00) per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

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Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 21, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee in the amount of Seventy-Two Dollars (\$72.00).

Raymond E. Beck Sr.
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of December, 1989, by and between JOHN CLIFFORD BRABHAM, JR., hereinafter referred to as "Husband", and LYNN CAROL BRABHAM, hereinafter referred to as "Wife";

EXPLANATORY STATEMENT

The parties were married in a civil ceremony on the 4th day of June, 1982 in Westminster, Carroll County, Maryland. One child was born to them as a result of this marriage, namely: TRACY LYNN BRABHAM, born December 2, 1982.

As of the 1st day of May, 1989, the parties hereto mutually agreed, voluntarily, to live separate and apart, in separate places of abode, without any cohabitation. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their child, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other, and for their respective heirs,

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personal representatives and assigns as follows:

ITEM ONE- RESERVATION OF GROUNDS

1.1 Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

ITEM TWO- TERMS OF SEPARATION

2.1 The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart, in separate places of abode, without any cohabitation, do so with the intention of terminating the marriage.

2.2 Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other.

2.3 Each party shall be free to go his or her own respective way, as fully and to the same extent as if they had never been joined in matrimony.

2.4 The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no way effect the provisions of this Agreement having to do with the settlement and disposition of their respective realty and personalty, unless a new Agreement is entered into, in writing, mutually resolving and rescinding this Agreement, and entering into a new one.

ITEM THREE - SUPPORT AND MAINTENANCE OF WIFE

3.1 In consideration of the mutual agreement of the parties, voluntarily to live separate and apart, and the provision contained herein for the respective benefit of the parties, and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future, except that the Husband agrees to pay the Wife's health and automobile insurance premiums until the time of a final decree of divorce or until the Wife obtains such insurance coverage on her own, whichever should occur first.

3.2 In addition to any other provision for Wife's support and maintenance, Wife, upon signing of a final decree of divorce, shall be responsible for her own health insurance policy and Husband shall be responsible for his own health insurance policy. Both Husband and Wife agree, upon the signing of a final decree of divorce, that each will be responsible for, and pay the premiums on, their own respective health insurance policies and hold the other harmless for payment on each other's said policy. Should said policy for the child, as provided by Husband, be terminated for reasons attributable, or not attributable to Husband's neglect, the Husband shall forthwith replace same by other policy or policies which shall afford equal protection and coverage. Said payments with respect to health insurance for the child shall cease and terminate upon the first of any one of the following events to occur; (a) arrival of the

child at the age of eighteen (18) years; (b) marriage of said child; (c) the child becoming self-supporting; or (d) death of said child or Husband. The payments with respect to the Wife shall terminate upon the signing of a final decree of divorce.

ITEM FOUR - CUSTODY, SUPPORT AND MAINTENANCE OF THE CHILD

4.1 The child shall be in the sole custody of the Wife, and shall have her primary residence with the Wife. Husband shall have the right to have the child with him at all reasonable times and places, specifically including, but not limited to, the right to take the said child from the Wife's place of residence as follows:

1. Every other weekend from Friday evening to Sunday afternoon.
2. Father's Day,
3. One (1) week each summer, to be determined between the parties.

4.2 The above visitation schedule is intended to comply with the guidelines of the Family Law Article of the Annotated Code of Maryland, Section 12-201, (1984 Volume and 1988 Supplement).

4.3 It is the intention of the parties that the Husband shall have full and liberal rights of visitation so that as a close a relationship as possible shall be maintained between him and said child. Wife shall cooperate to the fullest extent possible to effectuate this intent. The exercise of the visitation privileges of the Husband shall not conflict nor

interfere with the school schedule of the Child, nor with bona fide plans previously made for his activities, and all such visitation shall be exercised with due regard for the health and welfare of the child. Husband shall not visit with, nor take the parties' minor child without first directly contacting the Wife, informing her of his desire, and ascertaining whether such visit will interfere with bona fide plans, school or other activities.

4.4 The parties further agree that all significant decisions concerning the Child, including but not limited to his schooling, medical care, religious training, and other activities, shall be made by the parties jointly, and not by either party to the exclusion of the other. Each party shall take all reasonable steps to foster a positive and constructive relationship between the Child and the other party, and neither party shall do anything which shall or may be detrimental to that relationship.

4.5 Husband shall pay unto the Wife, for the support and maintenance of the minor child, TRACEY LYNN BRABHAM, directly unto her and not through the Bureau of Support Enforcement of any court, the sum of One Hundred Twenty Dollars (\$120.00) per week, for the said Child. Said payments with respect to the said Child shall cease and terminate upon the first to occur of any one of the following events as to the said Child: (a) arrival at the age of eighteen (18) years; (b) marriage of said child; (c) becoming self-supporting; or (d) death of said Child or Husband.

4.6 The parties agree that the provisions contained in paragraphs 4.1 through 4.5 above shall take effect on June 17, 1989 or the last day of the current school year, whichever shall occur first. Until that time, the child shall reside with the Husband for purposes of completing her school year. During this time, Wife shall have visitation with the child as follows:

1. Every other weekend from Friday evening until Sunday evening.

2. Several evenings during the week as determined between the parties.

4.7 The Husband agrees, as a condition to the signing of this Agreement, not to seek legal or physical custody of the minor child of the parties.

ITEM FIVE - REAL PROPERTY

5.1 The parties own as tenants by the entireties, in fee simple, the property known as 14754 Black Ankle Road, Mt. Airy, Frederick County, Maryland, 21771.

5.2 Wife covenants and agrees to permit Husband to continue to occupy the premises of 14754 Black Ankle Road, Mt. Airy, Frederick County, Maryland 21771, until the property is sold or until such time as a final decree of divorce is obtained. At that time, the Wife agrees to sign over to the Husband, all right title and claim to the marital home.

5.3 During the period of Husband's occupancy, Husband shall regularly pay the entire amount of the fixed monthly mortgage payment, including principal, interest, taxes and

insurance. Said payment to be made on or before the due date of the loan each month during the period of the mortgage. To the extent that the fixed monthly payment does not cover water, sewer charges, electric, heat and other similar charges and expenses, Husband shall pay the same promptly when said charges are due and payable. Husband shall during the period of his occupancy, pay the utility and phone bills for the family home.

5.4 Husband shall have the right to exclusively occupy the said property, rent free, until the said property is sold.

5.5 Both Husband and Wife mutually agree that if Husband desires to sell the said home during his occupancy of the home and prior to the signing of a final decree of divorce, then said home shall be sold. Both Husband and Wife mutually agree that if the family home is to be sold prior to the signing of a final decree of divorce, the family home shall be sold for the best price obtainable at public or private sale. Both parties agree that when the said home is to be sold, it shall be listed with a real estate agency chosen by mutual agreement.

5.6 At anytime prior the signing of a final decree of divorce prior to any sale, either party may request the other party to transfer all title, interest and right to the other, pursuant to any mutual agreement between the parties, and for any valuable consideration on which the parties agree. The right to sell the family home is subject to a right of first refusal of either party.

5.7 Both parties agree that the Husband shall be

responsible for all of all reasonable and necessary repairs and maintenance to the marital home, whether inside or outside.

ITEM SIX - PERSONAL PROPERTY

6.1 Both Husband and Wife agree that there are no joint savings and checking accounts between the parties.

6.2 The Husband and Wife have mutually agreed to the division and disposition of their personal property.

6.3 Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1987 Ford Ranger two wheel drive automobile, presently titled in their joint names, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said motor vehicle in Wife's name alone, and she shall indemnify and hold Husband harmless from any and all liability in connection with the said automobile.

6.4 Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1987 Ford Ranger Supercab presently titled in their joint names, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said motor vehicle in Husband's name alone.

6.5 Husband represents and warrants to Wife, and Wife represents and warrants to Husband, that certain bodily injury liability and property damage liability insurance is currently in effect and in their names with respect to the car and truck referred to above. Within thirty (30) days of the signing of a

final decree of divorce, Husband shall assign and transfer to the Wife all his right, title and interest in and to said insurance policy on the 1987 Ford Ranger two wheel drive truck, without reimbursement of any kind by Wife. Effective the date of the final decree of divorce, Wife agrees to pay all premiums which become due under said policy on the 1987 Ford Ranger two wheel drive truck, and to save Husband harmless and to indemnify him against all liability, costs or expense in connection with the same. Within thirty (30) days of the execution of this Agreement, the Wife shall assign and transfer to the Husband all her right, title and interest in and to said insurance policy on the 1987 Ford Ranger Supercab truck, without reimbursement of any kind by Husband. Husband agrees to pay all premiums which become due under said policy, on the 1987 Ford Ranger Supercab, and to save Wife harmless and to indemnify her against all liability, costs or expense in connection with same.

6.6 Each party shall have full power to dispose of his or her personal property hereto divided in any manner as fully and effectively as if unmarried. The parties acknowledge and understand that this division of property is final, and that neither party will make any future claim as to any piece of personal property that remains in the possession of the other. The Husband further agrees to allow the Wife ninety (90) days after the signing of this Agreement to remove all her personal property from the marital home.

6.7 Each party hereby relinquishes any and all right,

title and claim either of them might have in any business or business property of the other and that each shall be free to conduct any business without interference from the other.

ITEM SEVEN - DEBTS

7.1 Husband and Wife agree that each shall obtain credit cards in their respective names only, and that each shall be responsible for all debts owed on their credit cards in their respective names only.

7.2 Upon execution of this Agreement, neither party shall pledge the credit of the other, nor incur any debt or obligation which may be chargeable to the other, except as otherwise provided in this Agreement, or by mutual consent of the parties. The parties represent unto each other that there are no credit cards in their joint names for which the other is or may be responsible.

7.3 Husband agrees to assume and be responsible for and hold Wife harmless from the outstanding Visa credit card and to remove Wife's name from such account.

7.4 Wife agrees to assume and be responsible for and hold Husband harmless from the outstanding Sears account and to remove Husband's name from such account.

ITEM EIGHT - MUTUAL RELEASES

8.1 Except for the right, which the parties hereby respectively reserve, to assert as a ground for divorce, any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided or reserved

in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action, which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have, or which they hereafter have as the Husband, Wife, Widow, Widower, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own, or hereafter acquire, or in respect of which either of said parties has, or may hereafter have, any right, title, claim or interest, direct or indirect, claim under any Will, community or marital property, pension rights, statutory thirds, halves or legal shares, Widow's or Widower's rights, or claims which might otherwise arise out of, or incident to, the said marital relationship, and the parties mutually agree that each may freely sell or otherwise dispose of his or her own property by gift, Deed or Will, without claim by the other.

8.2 Each party agrees with the other that each party will, at the request of the other, execute, acknowledge and deliver all instruments which may be necessary or advisable to carry into effect the terms of this Agreement.

ITEM NINE - APPLICABLE LAW

9.1 All matters effecting the interpretation of this Agreement, and the rights of the parties hereto, shall be governed by the laws of the State of Maryland.

ITEM TEN - ENTIRE AGREEMENT

10.1 This Agreement contains the entire agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. The captions preceding each paragraph are used for the sake of convenience and identification, and are not to be interpreted as adding to or altering the substantive meaning of the paragraph.

ITEM ELEVEN - MODIFICATIONS

11.1 No modifications or waivers of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver or breach of any provision hereunder, or default for any period, shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

ITEM TWELVE - HEIRS AND ASSIGNS

12.1 Except as otherwise stated herein, all provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives, administrators and assigns of the parties hereto.

ITEM THIRTEEN - INCORPORATION

13.1 With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending,

or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any decree of absolute divorce which may be passed by said court. In the event said court shall fail or decline to incorporate this Agreement, or any provisions thereof in said decree, then, and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

ITEM FOURTEEN - INTENT OF PARTIES

14.1 This Agreement is executed by the parties hereto with the intent that it shall constitute full corroboration of the mutual and voluntary nature of the separation of the parties hereto in accordance with Subtitle 6A, and Section 10-901, Courts and Judicial Proceedings Article, Annotated Code of Maryland, 1984 Ed., as amended, and the parties hereto mutually agree that in entering into this Agreement, each party has done so with the full knowledge of the extending value and character of all property involved, and without any misrepresentations, fraud, duress, or coercion on the part of the other, and freely and voluntarily, and for the purposes and with the intent of fully settling and determining all of the respective rights,

obligations and properties of the parties hereto.

ITEM FIFTEEN - INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

15.1 Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advise by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily, without relying upon any representations other than those expressly set forth herein.

15.2 Husband agrees to reimburse Wife for one-half (1/2) of her legal expenses incurred in the preparation and execution of this Agreement and for any legal and court costs incurred in the filing and obtaining of a final decree of divorce, which payment is hereby acknowledged by Wife as being paid.

ITEM SIXTEEN - FEDERAL AND STATE TAX RETURNS

16.1 It is agreed between the Husband and Wife, that the Wife shall have the right to deduct in her Federal and State Income Tax Returns, as a dependent, the minor child of the parties, to wit: TRACEY LYNN BRABHAM.

16.2 It is further agreed between the Husband and Wife, that the Husband shall have the right to deduct in his Federal and State Income Tax Returns, all appropriate deductions concerning the parties' family home.

16.3 It is further agreed between the Husband and Wife that they will file joint Federal and State Income Tax Returns for the calender year 1989 and that the Federal and State Income

Tax Refund checks for the calendar year 1989 will be cashed upon their receipt and divided between the two parties according to their contribution of the income declared.

IN WITNESS WHEREOF, the Husband and Wife have hereunto affixed their signatures and seals, at the places and on the dates of the following notary signatures, but the Agreement shall be considered dated and fully executed on the date and year of the latest date of the following notary certificates.

Evelyn M. Barnes (SEAL)
Witness
John Clifford Brabham
Walter Branner (SEAL)
Witness
Lynn Carol Brabham

STATE OF MARYLAND :
COUNTY OF Cannell : ss:

I HEREBY CERTIFY that on this 8 day of Dec, 1989, before me, a Notary Public in and for the aforesaid State and County, Personally appeared JOHN CLIFFORD BRABHAM, known to me to be the person whose name is subscribed to the within instrument, and made oath in due form of law that the matters and facts therein contained are true and correct to the best of his knowledge, information and belief, and he executed the same for

the purposes therein contained.

In witness whereof, I have hereunto set my hand and seal.

Evelyn M. Barnes
Notary Public
My Commission Expires: July 1, 1990

STATE OF MARYLAND :
COUNTY OF Prince Georges : ss:

I HEREBY CERTIFY that on this 21st day of December, 1989, before me, a Notary Public in and for the aforesaid State and County, personally appeared LYNN CAROL BRABHAM, known to me to be the person whose name is subscribed to the within instrument, and made oath in due form of law that the matters and facts therein contained are true and correct to the best of her knowledge, belief and information, and she executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and seal.

Walter Branner
Notary Public
My Commission Expires: July 1, 1990

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BEVERLY LYNN BROWN : In the
Plaintiff : Circuit Court
vs : for
JOHN MAURICE BROWN : Carroll County
Defendant : Case No. CV 8134

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Beverly Lynn Brown, be and she is hereby granted an Absolute Divorce from John Maurice Brown, Defendant; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 23, 1990 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Beverly Lynn Brown, be and she is hereby awarded custody of Kelly Rae Brown, the minor child of the parties hereto, with the right unto the Defendant, John Maurice Brown, to have visitation with said child as set out in Paragraph 3 of the Agreement, all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto Plaintiff child support in the amount of \$193.50 per month, accounting from January 1, 1990, pursuant to Paragraph 4 of said Agreement, subject to the further Order of this Court; and

40 310

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Sr.
Judge

**VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into this 23 day of January, 1989, by and between BEVERLY LYNN BROWN ("Wife") and JOHN MAURICE BROWN ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 27, 1980, in Carroll County, Maryland. One (1) child was born to them as a result of their marriage; namely, KELLY RAE BROWN, born September 20, 1984, hereinafter referred to as "Child". Differences have arisen between the parties and they are now and have been since August 26, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Pl. Exhibit No. 1

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

**2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS
AS SURVIVING SPOUSE**

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including

all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places, specifically including but not limited to every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday, alternating holidays, at least two (2) weeks each summer, and every other Wednesday night from 6:00 p.m. until 8:00 a.m. Thursday morning. Husband shall be responsible for all transportation and provide Wife with at least 24 hours notice if he shall not exercise his visitation privilege. Further, Husband shall notify Wife by June 1st of each year of the time when he will exercise his summer visitation. Wife further agrees that she shall not attempt to move the Child's residence more than TWO HUNDRED (200) miles from where she presently resides without the consent of the Husband, or, in the absence of such consent without a prior Order of a

Maryland Court of competent jurisdiction after notice to the other party and an opportunity by him to be heard.

4. CHILD SUPPORT

Husband shall pay directly to Wife, for the support and maintenance of the Child, the sum of ONE HUNDRED NINETY-THREE DOLLARS AND FIFTY CENTS (\$193.50) per month, payable on or before the first of each month and commencing with the month in which this Agreement is signed until the first to occur of any of the following events with respect to the Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of EIGHTEEN (18) years.

5. COLLEGE EDUCATION OF CHILD

The parties agree that each of them shall equally contribute to the college education of the Child if the Child attends college. The parties agree that they and the Child shall select a college which is within their combined financial means.

6. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

7. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than THIRTY-FIVE THOUSAND DOLLARS (35,000.00) for the Child to be used for the support, maintenance, and education of the Child, in the event of Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to the Child, on that date on which the Child reaches the age of Twenty-Two (22) years. To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

8. PERSONAL PROPERTY

The parties shall divide the personal property of the marriage at the time the property is received from England and shall attempt to divide such items of personal property on an equal basis. After this division, the parties agree that all tangible personal property and household chattels located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts,

deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

NOTWITHSTANDING THE ABOVE, Husband hereby transfers all of his right, title and interest in and to the 1987 Honda Civic to Wife. Wife shall hold Husband harmless from any and all responsibility for payment of any debt on the said vehicle.

NOTWITHSTANDING THE ABOVE, Wife hereby transfers all of her right, title and interest in and to the 1988 Ford Pick-up Truck to Husband. Husband shall hold Wife harmless from any and all responsibility for payment of any debt on the said vehicle.

9. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter; with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Wife shall, within ten (10) days of the request by Husband, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not

limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

10. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar year 1989, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

13. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

14. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or

her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all Court costs thereof, including any Master's fee, equally between them.

15. LEGAL REPRESENTATION

The parties hereby acknowledge that Lloyd R. Helt, Jr., Esquire, has provided legal representation and advice to Wife in connection with the parties' separation and the drafting of this Agreement. Husband expressly acknowledges that he has been advised and afforded every opportunity to obtain independent counsel of his own selection in connection with this Agreement, so that he may have his own attorney answer any questions which he may have. Husband further acknowledges that Lloyd R. Helt, Jr. has neither represented Husband nor provided him with any legal advice in connection with the terms or operating effects of this Agreement. Husband further acknowledges that his decision to execute this Agreement without his own attorney is made freely and voluntarily.

16. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and

possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Barbara A. Nolen

Sandra L. L. L.

Beverly L. Brown
BEVERLY LYNN BROWN ("Wife")

John M. Brown
JOHN MAURICE BROWN ("Husband")

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 10th day of November, 1989, the above-named BEVERLY LYNN BROWN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Barbara A. Nolen
NOTARY PUBLIC

My Commission Expires: 7-1-90

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 23rd day of January, 1990, the above-named JOHN MAURICE BROWN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Sharon D. Remmey
NOTARY PUBLIC

My Commission Expires: 7-1-90

EX 40 323

LOIS D. HANNA : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
CHARLES T. HANNA : CARROLL COUNTY
Defendant : CASE NO. CV8210

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of April, 1990, that the Plaintiff, LOIS D. HANNA, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, CHARLES T. HANNA; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 27, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, LOIS DIANE YELTON; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 20 4 30 PM '90
LARRY W. SHIPLEY
CLERK

Raymond E. Beck, Jr.
JUDGE

EX 40 324

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 27 day of October, 1989, by and between LOIS DIANE HANNA, hereinafter called "Wife", party of the first part, and CHARLES TROY HANNA, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on March 19, 1982, in Howard County, Maryland and no children were born to them as a result of the marriage.

On July 2, 1988, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against

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the other, the same being hereby expressly reserved.

2. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, linens, china, silverware and other household chattels which the parties now have in their respective possession.

3. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1987 Ford Mustang LX, Serial No. 1FABP40A4HF138496, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife agrees to take sole responsibility for paying the loan on said vehicle currently held by Ford Motor Credit Company and agrees to hold Husband harmless with regard to said loan and to indemnify him against any liability in connection therewith.

4. Husband shall be entitled to retain as his sole, separate and individual property the Ford Leisure Van and 1987 Harley Davidson motorcycle which is titled in the name of the said Husband.

5. Husband agrees to be solely responsible for payment of all debts, obligations or accounts, known or unknown, matured or unmatured, and any fines, finance charges or penalties relating thereto, which obligations were the result of the actions of said Husband or of the parties jointly prior to the execution of this Agreement, including but not necessarily limited to, any balance yet owing to American Express, Mobil and Mount Ridge Apartments.

6. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

7. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

8. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees, Master's Fee and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

9. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower,

statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

11. With the approval of any Court of competent jurisdiction in which any divorce may now be pending, or which may hereafter be instituted, this Agreement shall be merged into any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to merge this Agreement, or any provision thereof, in said Decree, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

12. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

13. This Agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

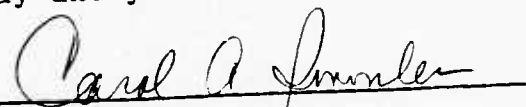
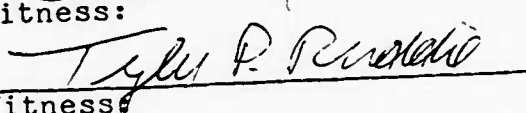
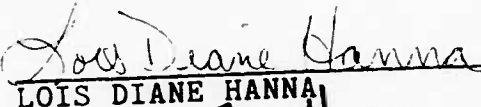

14. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

15. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

16. None of the provisions of this Agreement shall be subject to modification by any Court.

17. If either party is forced to take legal action to successfully enforce the provisions of this Agreement, the offending party shall be responsible for paying the enforcing party's attorney's fees and court costs.

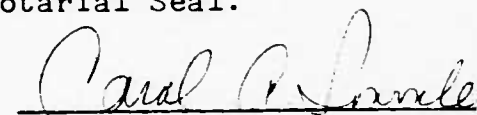
As witness the hands and seals of the parties hereto the day and year first hereinbefore written.


 Witness: 
 (SEAL)
 LOIS DIANE HANNA
 (SEAL)
 CHARLES TROY HANNA

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 29th day of September, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LOIS DIANE HANNA, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.


 Notary Public

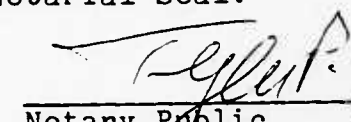


My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 27th day of October, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES TROY HANNA, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.


 Notary Public



My Commission Expires: 7/1/90

JOHN F. GIBSON, JR. : In the
 Plaintiff : Circuit Court
 vs : for
 DOROTHY L. UNDAL GIBSON : Carroll County
 Defendant : Case No. CV 8277

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April Nineteen Hundred and Ninety, that the above-named Plaintiff, John F. Gibson, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Dorothy L. Undal Gibson; and

It is further ORDERED that the Marital Settlement and Separation Agreement by and between the parties hereto, dated February 19, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Defendant, Dorothy L. Undal Gibson, be and the same is hereby changed to Dorothy Lynn Undal, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 Apr 20 4 30 PM '90
 LARRY W. SHIPLEY
 CLERK

Raymond C. Beck, Jr.
 Judge

MARITAL SETTLEMENT AND SEPARATION AGREEMENT

THIS AGREEMENT, made this 19th day of February, 1988, by and between DOROTHY L. UNDAL GIBSON, a resident of the City of Baltimore, hereinafter referred to as "Wife", and JOHN F. GIBSON, JR., a resident of the City of Baltimore, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 11, 1985, in Baltimore County, Maryland. There were no children born to the parties as a result of their marriage.

That on or about the 13th day of January, 1988, the parties mutually agreed to live separate and apart in separate places of abode, without any cohabitation and with the intention of terminating the marital relationship between them. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation; to settle their respective property rights; to resolve the right of both of the parties to support, maintenance, counsel fee, and to resolve all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. NON-WAIVER OF GROUNDS FOR DIVORCE. Nothing contained in this Agreement shall be construed as a waiver by either of the

EXHIBIT NO. 1

parties of any ground for divorce with either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. AGREEMENT TO LIVE SEPARATE AND APART. The parties hereby agree to separate and voluntarily to live separate and apart, in separate places of abode, without any cohabitation, with the intention of terminating their marriage and have done so since January 13, 1988. Neither of the parties shall interfere with or molest the other, nor shall either party endeavor in any way or exercise any marital control or right over the other, or have any marital relations with the other, or exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully, and to the same extent, as if they have never been joined in matrimony.

3. EFFECTIVE DATE. It is understood and agreed that all of the terms, provisions and conditions of this Agreement shall take effect immediately upon its execution, insofar as that is possible; and if Husband and Wife should ever resume cohabitation prior to their divorce, then and only in that event, shall all the terms, covenants, provisions and conditions of this Agreement be null and void and of no further force and effect.

4. MEDICAL INSURANCE. The Husband covenants and agrees to maintain in full force and effect, entirely at his own expense, his existing health insurance coverage, or its equivalent, for the benefit of the Wife until the final decree of divorce.

5. PLEDGE OF CREDIT FROM THE DATE OF THIS AGREEMENT.

Neither Husband nor Wife shall hereafter pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

Husband and Wife agree that all marital debts as listed below will be satisfied as follows:

a. Husband will be responsible for the Commercial Bank loan, which is a loan on the Husband's truck.

b. Wife will be responsible for Ford Motor Credit loan, which is a loan on the Wife's car, the Visa and Macy's bills, any and all tuition loans as of this date.

6. AUTOMOBILE INSURANCE. The Husband covenants and agrees that as of April 6, 1988, he will obtain his own automobile insurance on the 1987 Toyota 4x4 truck, or any other automobile which he may have, and will be cancelled from the existing policy with Mutual Benefit Insurance Company, said policy the Wife will keep in full force and effect in her name only, insuring the 1986 Mercury Cougar, or any other vehicle she may have.

7. PERSONAL PROPERTY. The parties hereto covenant and agree that the Husband shall have as his sole and separate property the 1987 Toyota 4x4 truck, and shall be responsible for any loan associated therewith. The Wife shall have as her sole and separate property the 1986 Mercury Cougar, and shall be responsible for any loan associated therewith. Titles to said vehicles will be signed accordingly.

Each of the parties transfers and assigns unto the other, all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments and other household chattels which the parties now have in their respective possession, having previously to the date of this Agreement, satisfactorily divided up the household chattels.

8. FAMILY HOME. The family home of the parties which has been used as the principal residence of the parties is located at and commonly referred to as 1116 South Bouldin Street, Baltimore City, Maryland 21224; said family home is owned by the parties as tenants by the entireties. The Husband agrees to sign a Deed to the property, simultaneously with this Agreement, transferring any and all interest he may have in the family home to the Wife. The Wife agrees that she shall be responsible for the American National Saving & Loan mortgage payments and the Loyola Federal Savings & Loan Association home equity loan.

9. INCOME TAXES. The parties covenant and agree that they will file a joint income tax return for the tax year 1987 for Federal and/or State of Maryland, and the division of the tax savings shall be as follows: The Wife shall receive the first \$500.00, and the balance shall be divided equally between the parties.

10. STOCKS, INSURANCE AND BANK ACCOUNTS. The Husband acknowledges that the Wife has an interest in a business known as "Accents Extraordinaire", in the form of, but not limited to, stocks, bonuses, profit sharing and insurance, for which he made no

contribution to or aided in the Wife's ability to receive them. Therefore the Husband covenants and agrees to release, relinquish and waive any and all rights in these items as marital property for himself, his heirs and assigns.

The Husband further covenants and agrees to forever release, relinquish and waive any and all rights to the joint account of the parties at Loyola Federal Savings & Loan Association, and the Wife's accounts at The Bank of Baltimore.

11. COUNSEL FEES AND COURT COSTS. The Husband covenants and agrees to pay all legal fees in the procuring of this Agreement and the final decree of divorce and also covenants and agrees to pay all court costs in obtaining the final decree of divorce.

12. MUTUAL WAIVER OF ALIMONY. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves, separately and independently of each other. Accordingly, and in consideration of this Agreement, and in consideration of the provisions contained herein, for the respective benefit of Husband and Wife, Wife releases and discharges Husband absolutely and forever for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims or demands, past, present and future, for alimony and support, both pendente lite and permanent.

13. MUTUAL RELEASE. In consideration of the provisions contained herein for the respective benefit of Husband and Wife,

and other good and valuable consideration, Husband and Wife release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, monetary award, Use and Possession Order, and any other marital property interest of any sort, including, but not limited to any marital property rights. Husband and Wife expressly agree that all of the terms and provisions of this paragraph are not subject to any Court modifications. Except for the right, which Husband and Wife hereby respectively reserve to assert as grounds for divorce any cause which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, Husband and Wife, for themselves, their respective agents, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands accounts and causes of action either of them may have against the other and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns any and all marital rights, all right, title, interest and claim which said party may now have or which they may hereafter have as the Husband, Wife, Widower, Widow, or next of kin, successor or otherwise, in any or to any property, real, personal or mixed, and that either of the parties may now or hereafter acquire, including pension, profit-sharing or annuity benefits or in respect of which either Husband or Wife has or may hereafter have any title, rights, claim or interest, direct or indirect, including any right of

dower, community or marital property, choses-in-action, statutory thirds, halves, or legal shares, and Widow's or Widower's rights, or to participate in any way in the enjoyment or distribution of any of the real personal estate of which the other may be possessive at the time of his or her death, or any right to receive any legal right or interest whatever in their income, including the right to administer upon the estate of the one so dying.

14. FURTHER ASSURANCE. Husband and Wife, for themselves, their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to effectuate any part of this Agreement or to release any dower or any other right in any property in which either of said party may now own or hereafter acquire, including the execution and delivery of such documents as may be necessary to carry out the purpose of this Agreement.

15. INCORPORATION IN DECREE. Subject to the approval of any Court of competent jurisdiction in any divorce proceeding now pending or which hereafter may be instituted, this Agreement shall be incorporated into any Decree of Absolute Divorce which may be passed by said Court. In the event said Court shall fail or decline to incorporate this Agreement, or any provision hereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nonetheless abide by and carry out all of the provisions hereof. Regardless of whether said Agreement or

any part hereof is incorporated in any such Decree, the same shall not be merged in said Decree but said Agreement and all of the terms hereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

16. **VOLUNTARY EXECUTION.** Husband and Wife hereby specifically warrant that they have a sufficient general knowledge of the value and conditions of the property and estate of each other so as to justify them in making and entering into this Agreement and that Husband and Wife enter into this Agreement with full knowledge on the part of each as to the extent and probable value of the property and estate of the other and all of the rights conferred by law upon each in said property and estate by virtue of their marriage, but it is their desire that their respective rights in each other's property and estate shall be determined, limited and affixed by this Agreement. Both Husband and Wife regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying on any representation other than those expressly set forth herein. Each party has had the opportunity for independent advice by counsel of his or her own choosing. The Husband, prior to executing this Agreement, and has either done so or has wilfully chosen not to seek advice of counsel prior to the execution of this Agreement.

17. **INTEGRATION CLAUSE.** This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those

expressly set forth or mentioned herein. This Agreement may not be modified in any way except by writing, signed by both parties. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

WITNESS:

Joseph C. L. Gibson

Dorothy L. Undal Gibson
DOROTHY L. UNDAL GIBSON

John F. Gibson, Jr.

John F. Gibson, Jr.
JOHN F. GIBSON, JR.

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of February, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DOROTHY L. UNDAL GIBSON, and she made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties as stated therein are true and correct and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7-1-1990

Joseph C. L. Gibson
NOTARY PUBLIC

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 19th day of February, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN F. GIBSON, JR. and he made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties as stated therein are true and correct and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

JULY 1, 1990

[Signature]
NOTARY PUBLIC

DOROTHY L. WILSON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
MARK D. WILSON	:	Carroll County
Defendant	:	Case No. CV 8338

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Dorothy L. Wilson, be and she is hereby granted an Absolute Divorce from the Defendant, Mark D. Wilson; and

It is further ADJUDGED and ORDERED that the Plaintiff, Dorothy L. Wilson, be and she is hereby awarded custody of Tara Lorraine Wilson, the minor child of the parties hereto, with the right unto the Defendant to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$40.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

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BOOK 40 PAGE 343

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement, except for the provision as to child support, by and between the parties hereto, dated November 10, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Plaintiff, Dorothy L. Wilson, be and the same is hereby changed to Dorothy Lorraine Morlock, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Sr.
Judge

BOOK 40 PAGE 344

DOROTHY L. WILSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
MARK D. WILSON	*	CARROLL COUNTY
Defendant	*	Case No. CV 8338

AMENDMENT TO JUDGMENT OF ABSOLUTE DIVORCE

The Judgment Of Absolute Divorce granted herein on April 20, 1990 is hereby amended to provide that the name of the Plaintiff is hereby changed to Dorothy Loretta Morlock, her maiden name before her marriage to the Defendant; and

It is further ORDERED that all other provisions of the Judgment entered herein on April 20, 1990 are in full force and effect.

Raymond E. Beck, Sr.
JUDGE
4 June 90

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CIRCUIT COURT
CARROLL CO., MD.
JUN 5 12 48 PM '90
LARRY W. GLENN
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 10 day of Nov., 1988, by and between MARK D. WILSON, of Carroll County, Maryland, herein called "Husband", and DOROTHY L. WILSON, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on October 1, 1977, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about October 11, 1988, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of

Exhibit No. 1

Exhibit No. 2

the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That the care, custody and control of the child born of this marriage, namely, TARA LORRAINE WILSON, born June 20, 1978, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband, including, but not limited to, every other weekend..

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of Thirty Dollars (\$30.00) each week for the support and maintenance of said child for each week the child is in the custody of wife until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur. The amount to be paid during each calendar year shall be increased as of January 1st of that year by the percentage of the base sum which is equal to the percentage increase in income over the past twelve months in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, United States Department of Labor, Bureau of Statistics for that geographical area in which wife resides.

It is additionally agreed that wife shall provide health insurance for the benefit of the minor child and that the parties hereto will each pay for one-half of all uninsured medical expenses. Medical

expenses will be defined to include, but not be limited to, optical and dental expenses.

The parties further agree that husband will maintain existing life insurance policies in his name in trust for the benefit of the minor child until such time as said child reaches the age of eighteen (18), becomes self-supporting or dies, whichever shall first occur.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign

unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

It is agreed by and between husband and wife that husband will transfer to wife any and all interest that he may have in a freezer chest, grill and chest of bedroom drawers (Tara's bedroom) that are currently in husband's possession.

The parties acknowledge that husband owns a Ford pickup truck. Wife agrees to transfer to husband any and all interest that she may have in said vehicle. Husband agrees to indemnify and hold wife harmless regarding payments due on said vehicle and any obligation relative to said vehicle's ownership.

The parties acknowledge that wife owns a 1984 Chevrolet Cavalier. Husband agrees to transfer to wife any and all interest that he may have in said vehicle. Wife agrees to indemnify and hold husband harmless regarding payments due on said vehicle and any obligation relative to said vehicle's ownership.

HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical

insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless

and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

The parties acknowledge that a loan was taken against husband's life insurance policy through Lutheran Brotherhood in order to purchase certain appliances. It is agreed by and between the parties that husband will assume full responsibility for the repayment of said loan. Husband will indemnify and hold wife harmless regarding said obligation.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either

party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party

will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to

the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties

hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Janice M. Smith

Mark D. Wilson (SEAL)
MARK D. WILSON

Janice M. Smith

Dorothy L. Wilson (SEAL)
DOROTHY L. WILSON

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 10 day of Nov., 1988, the above-named MARK D. WILSON personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Janice Moore
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 10 day of Nov., 1988, the above-named DOROTHY L. WILSON personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Janice Moore
Notary Public
My Commission Expires: 7/1/90

MARGARET L. FOY : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 WALTER LEE FOY, JR. : CARROLL COUNTY
 Defendant : CASE NO. CV8379

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of April, 1990, that the Plaintiff, MARGARET L. FOY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WALTER LEE FOY, JR.; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated March 23, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, MARGARET LINDSEY LITTLEPAGE; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 APR 20 4 29 PM '90
 LARRY W. SHIPLEY
 CLERK

Raymond E. Bick Sr.
 JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 23rd day of March, 1990, by and between Walter Lee Foy, Jr., of Carroll County, Maryland, herein called "Husband", and Margaret L. Foy of Carroll County, Maryland, herein called "Wife".

WHEREAS the parties hereto are now Husband and Wife having been legally married by a civil ceremony in Howard County, Maryland, on March 13, 1986, and whereas certain irreconcilable differences have arisen between the said parties hereto for which reason they have voluntarily consented and agreed to separate from the date of this Agreement, and to no longer reside together as Husband and Wife, and they do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

WHEREAS the parties hereto are now Husband and Wife having been legally married by a civil ceremony in Howard County, Maryland, on March 13, 1986, and whereas certain irreconcilable differences have arisen between the said parties hereto for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation having occurred January 1, 1988, and said voluntary separation having been continuous since that date, and they do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

Ph # 1
3/27/90
dm

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and Wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each, free of any claim of the other; Husband and Wife have agreed upon a division of all their personal property, and have divided the same so that all property now in the possession of each shall be and remain the individual property of the party having possession, free of any claim of the other, except as herein otherwise provided.

SECOND: That the care, custody and control of the child born of this marriage; namely Douglas L. Foy, born December 25, 1986, shall be with and shall remain with the State of Maryland, said custody having been with the State of Maryland since December 27, 1986.

THIRD: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Husband does hereby:

(a) Release and discharge Wife from any and all obligations of further support, and does hereby covenant and agree not to contract debts, charges or liabilities for which Wife may be liable, and at all times to keep Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband, it being the intention hereof that Husband hereby expressly forever waives any present or future claim he may have against Wife for alimony, support or medical expenses, except as herein otherwise stated.

FOURTH: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Wife does hereby:

(a) Release and discharge Husband from any and all obligations of further support, and does hereby covenant and agree not to contract debts, charges or liabilities for which Husband may be liable and at all times to keep Husband free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by Wife, it being the intention hereof that Wife hereby expressly forever waives any present or future claim she may have against Husband for alimony, support or medical expenses, except as herein otherwise stated.

SEVENTH: All property individually owned by either party, real, personal or mixed, of any kind, character of description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

EIGHTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

NINTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient,

necessary or proper, to obtain a decree of divorce; and it is hereby expressly agreed, that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby release the other from any charge or liability for his or her counsel fees.

TENTH: It is covenanted and agreed by and between the parties hereto, that this Agreement shall be submitted to the Circuit Court of Carroll County under Case Number CV8379, for its approval, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any decree or judgment that may be entered in such action.

ELEVENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled, by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TWELFTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

THIRTEENTH: The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 8-101, et seq., of the Family Law Article of the Annotated Code of Maryland (1984 Volume), any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advices of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FOURTEENTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Law of Md., as amended, and as contained in Sections 8-101, et seq., of the Family Law Article of the Annotated Code of Maryland (1984 Volume), including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

FIFTEENTH: The parties agree to file joint Federal and State tax returns upon agreement by both parties. The parties agree that any and all refunds of taxes received from the United States Government or from the State of Maryland for the taxable years when the parties are still legally married and for such joint returns as are filed, shall be divided on a pro rata basis with each party's pro rata share being determined by the percentage contribution of each party's gross income to the combined total

M. &
WLF

M.S. WLF

gross income of the parties. The parties further agree that in the event of tax liability, all income tax liabilities shall likewise be determined on a pro rata basis with each party's pro rata share being determined by the percentage contribution of each party's gross income to the combined total gross income of the parties. Each party expressly covenants and agrees to endorse any checks or drafts in order to effectuate the provisions of this paragraph.

SIXTEENTH: This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

SEVENTEENTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification.

EIGHTEENTH: Husband and Wife agree that the provisions of this Agreement are severable and that the determination by a court of competent jurisdiction that any of the provisions of this Agreement are null and void or otherwise invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:



Margaret L. Foy (SEAL)

Walter Lee Foy Jr. (SEAL)

STATE OF MARYLAND)

) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 23rd day of March, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter Lee Foy, Jr., known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and he did acknowledge that he executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Gail S. Crowl
Notary Public
My Commission Expires: July 1, 1990

STATE OF MARYLAND)

) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 16th day of March, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Margaret L. Foy, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and she did acknowledge that she executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Donna B. Yelton
Notary Public
My Commission Expires: 7-1-90

SHARLON K. SHIPE : In the
Plaintiff : Circuit Court
vs : for
ROLAND D. SHIPE : Carroll County
Defendant : Case No. CV 8407

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Sharlon K. Shipe, be and she is hereby granted an Absolute Divorce from the Defendant, Roland D. Shipe; and

It is further ORDERED that the Separation Agreement by and between the parties hereto, dated December 6, 1988 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD
APR 20 4 29 PM '90
LARRY W. SHIPLEY
CLERK

SEPARATION AGREEMENT

BETWEEN

SHARLON K. SHIPE AND ROLAND E. SHIPE f.s

THIS AGREEMENT, made this 6th day of November, 1988, by and between SHARLON K. SHIPE, hereinafter known as "Wife", party of the first part, and ROLAND D. SHIPE, hereinafter known as "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married in a religious ceremony in West Virginia on or about December 24, 1984. That there were no children born as a result of this marriage.

On September 12, 1988 the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation. The parties deem it in their best interests to enter into this Agreement to formalize their voluntary separation, to settle their property rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

FIRST: The parties, having heretofore mutually agreed to voluntarily separate and live apart in separate places of abode without any cohabitation with the intention of ending the

PL EXHIBIT No. 1

marriage, and having done so since September 12, 1988. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. The parties agree to keep each other advised of their respective resident and work address and telephone numbers at all times.

SECOND: The parties hereto agree that the wife shall retain possession of the 1980 Chevette and that the Husband shall retain possession of the pick up truck and the dump truck. The parties agree that each shall be responsible for his or her own liability insurance on said vehicles.

THIRD: The parties hereto agree that they will resolve their own real and personal property rights between themselves or if they are unable to do so, will allow a court to determine an amicable distribution at the time of the final divorce.

FOURTH: Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are owned now or held by him or held with full power to dispose of same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

FIFTH: Each party shall assume all the responsibility for debts contracted by himself or herself, except as provided for in this Agreement, up to and including the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, the Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred on contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

SIXTH: In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable considerations each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

SEVENTH: The parties hereto agree that each party shall pay his or her own costs for attorney's fees incurred as a result of this Separation Agreement, the Wife being responsible for the actual preparation of the Agreement; and that each party shall pay the costs of his or her own attorney's fees incurred with respect to obtaining a Decree of Divorce a Vinculo Matrimonii.

EIGHTH: The parties hereto agree that each party shall be responsible for his or her own court costs including the fee of an Examiner-Master incurred in any proceeding for Divorce a

Vinculo Matrimonii instituted by either of the parties.

NINTH: Said parties hereto and each of them will upon request execute such further and other assurances and instrument hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated, or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment, shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto and the amendment or deletion of any part of this Agreement by the parties as the result of the reconciliation or otherwise by any Court shall not affect the remaining terms and provisions hereof.

TENTH: With the approval of any Court of competent jurisdiction in which any proceeding for an absolute divorce may be instituted this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions hereof in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions hereof.

ELEVENTH: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns do hereby mutually release, waive,

surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the Husband, Wife, Widower, Widow, or next of kin, successor or otherwise, in and to the property, real or personal, whether arising out of marriage or otherwise, including but not limited to any claim arising under Md. Code, Courts and Judicial Proceedings 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of law of this State subsequent to the execution of this Agreement concerning marital property or rights whether said change results from legislative enactment or judicial pronouncement that either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves, or legal shares and widow's or widower's rights, or to participate in any way the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever, therein, including the right to administer upon the estate of the one so dying.

TWELFTH: The parties hereto declare that they fully understand all of the terms and provisions of this Agreement, and that each has been advised of his or her right to retain, consult and pay separate counsel, and that each signs this Agreement freely and voluntarily, and intending thereby that this Agreement

shall benefit and be binding upon the parties hereto, and their respective personal representative, heirs, legatees, devisee, distributees, and assigns and all other persons claiming by or through them or any of them.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Barbara L. Glaser
Barbara L. Glaser

Sharon K. Shippe [SEAL]
SHARLON K. SHIPE
Roland D. Shippe [SEAL]
ROLAND D. SHIPE

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 1988 before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARLON K. SHIPE, one of the parties to the foregoing Agreement, and she acknowledge the same to be her act, and she also made oath in due form of law that the matters and facts contained therein are true and correct as therein stated with respect to the voluntary and mutual separation of the parties.

AS WITNESS my hand and Notarial Seal.

Barbara L. Glaser
NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 1988, before me, the Subscriber, a Notary Public of the State and

County aforesaid, personally appeared ROLAND D. SHIPE one of the parties to the foregoing Agreement, and he acknowledged the same to be his act, and he also made oath in due form of law that the matters and facts contained therein are true and correct with respect to the voluntary and mutual separation of the parties.

AS WITNESS my hand and Notarial Seal.

Barbara L. Glaser
NOTARY PUBLIC

My Commission Expires: _____
My Commission Expires July 1, 1990

EXX 40 ME 371

LYNDI McNULTY : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
ROBERT WICKLESS : CARROLL COUNTY
Defendant : CASE NO. CV8435

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of April, 1990, that the Plaintiff, LYNDI McNULTY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT WICKLESS; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 20, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

Raymond E. Beck, Sr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 20 4 29 PM '90
LARRY W. SHIPLEY
CLERK

EXX 40 ME 372

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 20th day of February, 1989, by and between LYNDI McNULTY ("wife") and ROBERT WICKLESS ("husband").

The parties were married by a religious ceremony on September 1, 1978 in Carroll County Maryland. Differences have arisen between the parties and they have been living separate and apart since January 1, 1989, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Ph # 1
3/27/90
mm

RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or hereby any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

RIGHTS INCIDENT TO THE MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if

he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interest incident to this marital relationship now or at any time hereafter existing or occurring in the property or the estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands or interests arising under the Marital Property Act, Md. Family Law Code Ann. sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both of the parties that during their respective lifetimes they may deal with their separate estate as if they were unmarried and that upon the death of either, the property both real and personal, then owned by him or her shall pass under their Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other as if the parties at such time were unmarried.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely

and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past present and future, for alimony and support, both pendente lite and permanent.

PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income producing plan including but not limited to, the right either spouse may have to receive any benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to an State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. The parties shall within ten (10) days of the request by the other party execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a

waiver of the rights to any annuity or benefits and a consent to any election or beneficiary designation.

PERSONAL PROPERTY

A. The parties agree that upon signing this agreement, the husband shall take with him the computer, the Don Cook painting, the antique oak table and bed, the antique cherry desk, stereo, the 1977 Mercedes 230, and the 1966 Volvo 122. The parties agree that they shall sell the 1979 Lancia Zagato and 1970 MGB-GT and the proceeds of the sale shall belong to the wife. The wife further agrees to bear the expense of repair to these autos. The wife shall retain the balance of the furniture at the residence. The parties agree that they will divide their joint money market account as follows: wife \$20,000.00; husband &7,000.00.

B. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks bond or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other asset of any kind or nature in his or her own name, free and clear of any interest of the other.

DEBTS

As of the date of this Agreement, and each shall hold and

save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debt or obligations.

REAL ESTATE

The parties own as tenants by the entireties, improved premises in Carroll County known as 1 New Windsor Rd., Westminster, MD 21157. The home is subject to the lien of a mortgage. The parties agree that signing this agreement the wife shall occupy the property and shall be responsible for the payment of the mortgage, real property taxes and utilities at the home. The parties agree that the husband shall transfer his interest in the residence to his wife. The Wife agrees to hold the husband harmless or indemnify the husband for any payment he shall be required to make on the mortgage, or real estate taxes.

INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1989 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights and demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf

of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present, and future, except that if either party breaches any provision of this agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the parties shall divide the court costs thereof, including any Master's fee, equally between them.

MISCELLANEOUS

Each of the parties agrees to execute such other and further

instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann, sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be merged into said decree of divorce, and not incorporated therein. It is further agreed that regardless of whether this Agreement or any part thereof is merged into any such decree, the same shall not be incorporated in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representative and assigns.

The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented or had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

Whenever the masculine gender is used herein, it shall also mean the feminine gender where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

No provisions of this agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

Should any provision of this Agreement be found, held, or

deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and binding upon the parties, their heirs, personal representatives, executors and assigns.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

William L. August
William L. August

Lyndi McNulty
Lyndi McNulty
Robert Wickless
Robert Wickless

STATE OF MARYLAND: CARROLL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this *20th* day of *February* 1989, the above named Lyndi McNulty, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in

fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



STATE OF MARYLAND: COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 20th day of February, 1989, the above named Robert Wickless personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



ZOA VIRGINIA WILSON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DAVID CARROLL WILSON	:	Carroll County
Defendant	:	Case No. CV 8458

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Zoa Virginia Wilson, be and she is hereby granted an Absolute Divorce from the Defendant, David Carroll Wilson; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 6, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Zoa Virginia Wilson, be and she is hereby awarded custody of Daniel Bryan Wilson, the minor child of the parties hereto, with the right unto the Defendant, David Carroll Wilson, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the Plaintiff child support in the amount of \$150.00 per month, accounting from the date of the Agreement through July 31, 1990, then beginning August 1, 1990, said child support shall be increased to \$200.00 per month, pursuant to Paragraph 4 of the Agreement; and

further, Defendant shall pay Plaintiff the arrearage in child support of \$1,200.00, the outstanding medical expense of \$251.09, one-half of the outstanding pre-school expenses of \$570.50 and \$25.00 of Plaintiff's outstanding attorney's bill, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings, including the Master's fee, and that defendant pay the remaining one-half thereof.

Raymond E. Beck, Jr.
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 6th day of October, 1988, by and between ZOA VIRGINIA WILSON, ("Wife") and DAVID CARROLL WILSON, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on October 5, 1985 in Westminster, Maryland. One (1) child was born to them as a result of their marriage; namely, DANIEL BRYAN WILSON, born September 12, 1986, hereinafter referred to as "Child". Differences have arisen between the parties and they are now and have been since May 13, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Pl. Exhibit No. 1

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time

hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places.

4. CHILD SUPPORT

Husband shall pay to Wife for the support and maintenance of the Child the base sum of One Hundred Fifty Dollars (\$150) per month which payments shall account from the date of this Agreement with the first payment being due on the first day of each month next following the date of this Agreement and all subsequent payments being due the first of each succeeding month through and including the first of July,

1990. Beginning on the first of August, 1990, Husband's child support obligation shall be increased to the base sum of Two Hundred Dollars (\$200.00) per month and this amount shall be due on the first of August, 1990 and the first of each succeeding month. In addition, Husband shall acquire and continue in full force and effect for the benefit of the Child, medical insurance with coverage at least equivalent to that which he was provided by his last employer, and in addition thereto, Husband shall pay, on behalf of the Child as the same are incurred, all necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for the Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Husband's obligation for the child support payments and for medical insurance and medical and dental bills provided in this subparagraph shall cease and terminate upon the first to occur of any of the following events with respect to the Child: (1) the death of the Child or Husband, (2) the marriage of the Child, (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

5. PRE-SCHOOL AND PRIVATE EDUCATION OF CHILD

Husband and Wife shall each pay one-half (1/2) of any and all pre-school, day care, and/or kindergarten expenses for such programs as Wife shall deem appropriate. The parties shall

also each pay one-half (1/2) of all the costs of private school education for the Child which Wife shall deem appropriate through the twelfth (12th) grade.

6. COLLEGE EDUCATION

Husband shall contribute to the college education of the Child for a maximum of four (4) consecutive years of undergraduate education. Husband shall be obligated to pay one-half (1/2) of the total costs of such a college education, which are not covered by scholarship funds, including tuition, books, room and board, travel expenses, activity fees, and all other expenses which normally attend such a college education, plus a reasonable living allowance for the Child. The amount which Husband is obligated to pay shall not exceed the sum which it would cost if such Child were to attend college at the University of Maryland at College Park, Maryland.

7. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the

rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

8. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than Forty Thousand Dollars (\$40,000) for the Child to be used for the support, maintenance, and education of the Child, in the event of Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to the Child, on that date on which the Child reaches the age of Twenty-Two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

9. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. The 1988 Ford Ranger Truck which is presently titled in the joint names of the parties shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. At Husband's request, Wife shall sign any documents or papers, obtained by Husband at Husband's expense, which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Husband shall assume all responsibility for payment of the debt against said vehicle, and shall indemnify and hold Wife harmless from any and all liability therefor. The 1985 Dodge Colt automobile presently titled in Wife's name shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

10. DEBTS

Husband shall assume all responsibility for the joint debt to Carroll County Bank and Trust Company (approximate current balance: \$2,300.00). Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to

any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

13. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. COUNSEL FEES; COURT COSTS

Simultaneously with the execution of the Agreement, Husband shall pay to Wife, the sum of One Hundred Twenty-five Dollars (\$125.00) representing one-half (1/2) the cost of this Agreement. If a divorce proceeding is brought by either party, Husband shall also pay one-half (1/2) of Wife's attorney's fees for obtaining a divorce and one-half (1/2) of the court costs thereof, including any Master's fees.

However, if it becomes reasonably necessary for Wife to file suit to compel compliance with the terms of this Agreement, Husband shall be required to pay all of Wife's attorney's fees and court costs, including Master's fees, occasioned by such an action.

15. ACKNOWLEDGEMENT OF WIFE'S COUNSEL

Husband hereby acknowledges that he is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Wife alone, and that said attorney has not and does not represent him and that he has made no representation to him other than by these presents advising him that he should have independent counsel of his own choosing and that Keith D. Saylor, Esquire, is counsel for Wife alone.

16. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless

continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

17. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in

any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Donna L. Willet

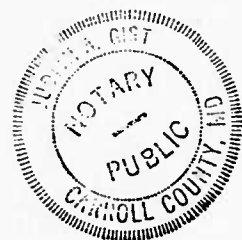
Zora Virginia Wilson (SEAL)
ZORA VIRGINIA WILSON

David C. Wilson (SEAL)
DAVID CARROLL WILSON

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this 6th day of October, 1988, the above-named ZOA VIRGINIA WILSON, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Judith A. List
NOTARY PUBLIC
My Commission Expires: 7-1-90

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this 29th day of September, 1988, the above-named DAVID CARROLL WILSON, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Renate B. White
NOTARY PUBLIC
My Commission Expires: 7-1-90

BRENDA LEE WILHELM	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DANNY RAY WILHELM	:	Carroll County
Defendant	:	Case No. CV 8467

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Brenda Lee Wilhelm, be and she is hereby granted an Absolute Divorce from the Defendant, Danny Ray Wilhelm; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated April 17, 1989 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Brenda Lee Wilhelm, be and she is hereby awarded the custody of Thomas Albert Wilhelm and Tammy Lynn Wilhelm, the minor children of the parties hereto, with the right of visitation with said children for Defendant as set out in Paragraph 4 of said Agreement, all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay unto Plaintiff the sum of \$50.00 per child per week, for a total of \$100.00 per week, pursuant to Paragraph 3 of the Agreement, toward the support of said children, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond C. Beck, Jr.
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 17th day of April, 1989, by and between BRENDA LEE WILHELM, hereinafter called "Wife", and DANNY RAY WILHELM, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a religious Ceremony in Baltimore County, Maryland on August 26, 1978.

The parties have been living separate and apart since December 29, 1988 and that the parties recognize that their separation was mutual and voluntary.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on December 29, 1988.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No. *1*

EXHIBIT 1

2. CARE AND CUSTODY OF THE MINOR CHILDREN

Two children were born to the parties as a result of their marriage; namely THOMAS ALBERT WILHELM, born June 4, 1981; and TAMMY LYNN WILHELM, born October 16, 1982. The parties agree that Wife shall have the permanent care and custody of the minor children.

3. CHILD SUPPORT

Husband shall pay Wife the sum of \$50.00 per week per child for a total weekly child support of \$100.00. Husband shall maintain the present health insurance coverage on the children or equivalent coverage through another insurance company. Husband will provide Wife with all current medical cards. Each party shall be responsible for 1/2 of all medical, dental and eye glass expenses of the children not covered by the insurance.

4. VISITATION

Husband shall have full and liberal visitation privileges with the minor children, the exact dates and times of which shall be mutually agreed to by the parties in advance. The Husband agrees to provide Wife with notice of proposed visitation at least 48 hours in advance.

Additionally, Husband shall have the children visit with him at his home for two weeks during each summer vacation period. Husband shall make all necessary arrangements to pick up and return the children for the summer vacation visitation period.

5. OTHER PROPERTY

Automobiles - The parties acknowledge that they jointly own a 1985 Ford Escort. Wife agrees to convey all right, title and interest in this automobile to Husband. Husband agrees to assume full responsibility for the loan on this car to the Carroll County Bank & Trust Company which has an approximate principal balance of \$5,000.00. Husband agrees to indemnify and hold Wife harmless from any and all claims arising out of this loan.

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in his/her present physical possession. Each of the parties transfers and assigns to the other all of his/her respective right,

title and interest in and to the personal property above recited, free and clear of any and all claim of the other party.

Bank Accounts. Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. All joint accounts have been previously divided between the parties.

6. DEBTS

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

7. WAIVER OF ALIMONY

In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the parties to live separate and apart, the provisions contained herein for the respective benefits of the parties and other good valuable considerations, Husband and Wife hereby waive any claim against the other for alimony, support or maintenance, for himself or herself, past, present and future, and will make no claim for the same against the other.

8. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release,

waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

10. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

11. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay

his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

12. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

13. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

14. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

15. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

16. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties

hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

Stella Lee-L (SEAL)
WITNESS BRENDA LEE WILHELM

Stella Lee-L (SEAL)
WITNESS DANNY RAY WILHELM

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 17th day of APRIL, 1989, the above-named DANNY RAY WILHELM, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Jim Lyza
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 17th day of APRIL, 1989, the above-named BRENDA LEE WILHELM, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Jim Lyza
Notary Public
My Commission Expires: 7/1/90

JOHN J. LESLIE : In the
Plaintiff : Circuit Court
vs : for
ANITA C. LESLIE : Carroll County
Defendant : Case No. CV 8526

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, John J. Leslie, be and he is hereby granted an Absolute Divorce from the Defendant, Anita C. Leslie; and

It is further ADJUDGED and ORDERED that the Defendant, Anita C. Leslie, be and she is hereby awarded custody of Angela Carol Leslie and Stephen James Leslie, the minor children of the parties hereto, with the right unto the Plaintiff, John J. Leslie, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court

And it is further ORDERED that the Separation and Property Settlement Agreement by and between the parties herto, dated January 14, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay unto Defendant child support in the amount of \$400.00 per month for the two children, said amount to be increased as set out in Paragraph 5 of said Agreement, subject to the further Order of this Court; and

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It is further ORDERED that Plaintiff pay Defendant alimony in accordance with Paragraph 5 of the Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Jr.
Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is entered into this 14th day of January, 1989, by and between JOHN LESLIE (Husband) and ANITA LESLIE (Wife).

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 19, 1972 in Baltimore City, Maryland. Two children were born as a result of this marriage, namely Angela Carol, born December 25, 1973, and Stephen James, born February 11, 1980. Differences have arisen between the parties and they have, as of the date of execution of this Agreement, lived separate and apart from one another, without cohabitation, with the intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their separation and settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS.

The parties shall continue to live separate and apart, free from interference, authority and control by the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE.

Except as otherwise provided herein, each of the parties hereto for himself or herself or his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and

PL Exhibit No. 1

deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Title 8 of the Family Law Article, Maryland Code Ann., as amended from time to time, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their respective separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION.

Wife shall have the care and custody of the minor children. The husband shall have the right to visitation with the children, provided, however, he give prior notice of his intention to visit to Wife, that such visitation be at reasonable times so as not to interfere with school activities of the children, and does not interfere with Wife's employment routine. Both parties are fully aware that assistance of the Court is always available.

4. CHILD SUPPORT.

Beginning on the effective date of this Agreement and continuing for a full eighteen (18) months thereafter, Husband shall pay unto Wife the sum of Four Hundred Dollars (\$400.00) per month as child support. This sum shall be payable on the first of each and every month, with the one exception, however, of the first payment, which shall become due and owing as of the effective date of this Agreement. Beginning on the first day of the nineteenth month of this Agreement, Husband shall increase child support payments to

the sum of Six Hundred Dollars (\$600.00) per month, and shall continue as to each child until the first to occur: (1) death of the child or Husband; (2) marriage of child; (3) the child's becoming self-supporting; or (4) the child attains the age of 19 years. It is the express intent of this Paragraph to provide for support and maintenance of each child into his or her college years, said support and maintenance to include as educational expenses college tuition, fees, books, room and board, school supplies not covered by educational loans, grants, scholarships, so as to assure an adequate college or university education to the children of the parties.

In the event Husband shall fail to pay child support and becomes in arrears more than one month, it is hereby understood and agreed that he shall be held in breach of this contract, that an attorney will be appointed for him, at his expense, for the purpose of obtaining a confessed judgement against him and effecting a lien against his wages, wherever he may reside. It is further understood and agreed that Husband is to incur all expenses related, directly and/or indirectly, to the collection of all arrearages in child support.

5. ALIMONY. SPOUSAL SUPPORT.

In consideration of Wife's waiver of her claim to a portion of Husband's pension, Husband agrees to pay unto Wife, beginning on the effective date of this Agreement and payable in bi-monthly installments, the total monthly sum of Six Hundred Dollars (\$600.00) each and every month for the first full six months of this Agreement. During the second full six months of this Agreement, Husband agrees to pay unto Wife the sum of Five Hundred Dollars per month as spousal support, payable in bi-monthly installments. During the third full six months of this Agreement, Husband agrees to pay unto Wife the sum of Four Hundred Dollars per month, payable in bi-monthly installments. Thereafter, Husband agrees to pay unto Wife the monthly sum of Three Hundred Dollars (\$300.00) per month for the next thirty-six (36) months, after which payment of the thirty-sixth payment of \$300.00 will terminate all spousal support unless otherwise agreed to in writing by the parties. It is hereby agreed and understood that in the event of default of

more than one month, Wife shall have the right to hold Husband in breach of contract, that an attorney shall be appointed for him, at his expense, for the purpose of obtaining a confessed judgement against him and effecting a lien against his wages, wherever he may reside. It is further understood and agreed that Husband is to incur all expenses related, directly and/or indirectly, to the collection of all arrearages in spousal support and maintenance.

6. PERSONAL PROPERTY.

Prior to the execution of this Agreement, the parties divided their personal property. Specifically, husband shall retain all Common Sense Trust Savings (mutual funds), all stock and savings from his employer, all U.S. savings bonds, \$1,516.82 in cash, his 1988 automobile, and full benefits under his pension plan. Wife shall retain all jewelry, coins, and other collectibles, all furniture presently located in family home, her 1985 automobile, and \$1,000.00 cash. Each party shall retain his or her sole property separate, free and clear of any interest of the other.

7. MONETARY AWARD. PENSION. MARITAL HOME. MORTGAGE. REPAIRS.

In lieu of a monetary award, and as further consideration of Wife's waiver of her right to claim a portion of Husband's pension, Husband agrees that Wife may continue to live in the marital home located at 873 Century Street, Hampstead, Maryland 21074, free and clear of any interference from Husband, for an unlimited period of time. Husband further agrees that Wife may sell said marital home at any time, with the right in her to select a realtor of her choice. Wife shall be entitled to receive a full seventy-five percent (75%) of the net proceeds of such a sale in the event the home is ever sold, with Husband being entitled to receive the remaining twenty-five percent (25%) net proceeds. It is understood and agreed that Wife's right to occupy said marital home is not related to her being the custodial parent even though it is understood that the children of the parties shall occupy said premises.

Wife shall be responsible for direct payment of the mortgage existing at the time of this Agreement. In the event Husband shall incur the expense of said mortgage on more than three (3) occasions, Husband shall have the right to place the house on the market for sale and shall have the right to select a realtor. Wife shall, however, continue her entitlement to seventy-five percent (75%) of

the net proceeds of sale, Husband being entitled to twenty-five percent (25%).

It is hereby understood and agreed that both parties hereto shall be equally responsible for all repairs and maintenance to and of said marital home (structure, foundation, grounds, etc.) and all large appliances presently located therein. Each party shall be responsible to the other and to any and all creditors, equally, for any and all debts incurred by either party hereto as a result of repairs and maintenance to said premises and appliances. In the event Husband's signature is required on any contract of repair, Husband shall not unreasonably withhold said signature, and shall be solely responsible for any additional damage and/or expense occasioned by his unreasonable delay. In the event either party shall default in reimbursement or payment to the other or to any contractor for repairs or maintenance under this provision of this Agreement, it is hereby understood and agreed that said defaulting party shall hereby consent to the appointment of an attorney to represent him or her for the purpose of obtaining a confessed judgement against said defaulting party, and shall be responsible for all expenses incurred directly or indirectly in obtaining said judgement and the collection thereof.

8. DEBTS.

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement and shall hold and save the other harmless from any and all liability therefor, except as specifically set forth herein. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

Wife shall pay the following monthly expenses: Carroll County Bank loan (appx. \$221.00), mortgage (appx. \$407.00), BG&E (appx. \$106.00), Carroll County Bank home equity loan (appx. \$360.00),

C & P Telephone (appx. \$26.00), water (appx. \$20.00), Wife's auto insurance and auto repairs.

Husband shall pay the following monthly expenses: Cable TV (appx. \$58.35), Homeowner's insurance (appx. \$10.00), life insurance (appx. \$32.95), Mastercharge (appx. \$81.00), VISA (appx. \$185.00), VISA (appx. \$125.00), car note (Appx. \$206.73), Husband's own car insurance and auto repairs. Husband will also be responsible for providing medical and dental insurance for Wife and children, including payment of all their vision, medical and dental bills, and all prescription drugs not covered by insurance. Husband reserves the right to discontinue payment of cable TV service with one month's written notice.

9. LIFE INSURANCE.

Husband agrees that Wife may remain beneficiary on policy #0412725078, Massachusset Indemnity Life Ins. Co., so long as she does not remarry, in which event children will become beneficiary with Wife as their Guardian. Same restrictions apply to employment life insurance policy on Husband as regards Wife as beneficiary.

10. REMARRIAGE OF WIFE.

In the event Wife shall remarry prior to termination of the provisions in Paragraph 5, "Alimony. Spousal Support", Wife shall be entitled to a lump sum payment by Husband of all monies due and owing under the terms of said Paragraph. Wife has based this Paragraph 5 provision and the sums set forth therein upon her waiver of her right to claim a portion of Husband's pension and this shall serve as her consideration in the negotiation of the provisions in Paragraph 5 herein. Any default in payment upon the remarriage of Wife shall constitute a breach of this contract and Husband hereby agrees that an attorney shall be appointed for him, at his expense, for the purpose of obtaining a confessed judgement against him and effecting a lien against his wages, wherever he resides. It is further understood and agreed that Husband is to incur all expenses related, directly and/or indirectly, to the collection of unpaid sums.

11. INCOME TAX RETURNS.

The parties shall agree between themselves whether to file a joint income tax return for the year 1988 and thereafter so long as they remain married.

12. MUTUAL RELEASE AND HOLD HARMLESS.

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement, does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless for any liability for any obligation incurred by him or her.

13. RESERVATION OF GROUNDS FOR DIVORCE.

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. COUNSEL FEES. COURT COSTS.

Each of the parties shall pay his or her own counsel fees incurred in connection with any court action brought by either party against the other for reasons of absolute divorce or limited divorce. Wife shall have the right to seek reimbursement from Husband for attorney fees and court costs if so ordered by the court. In custody matters and those related to child support, Husband shall bear all legal expenses attendant thereto, including court costs, attorney fees for any attorney appointed to represent the children, and Wife's attorney fees.

15. MISCELLANEOUS.

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Family Law Article, Maryland Code Ann., Title 8, as from time to time amended, including but not

(8)

BOOK 40 PAGE 417

limited to use and possession of family home; any claim to use and possession of family use personal property; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any proceedings for divorce between the parties may be or have been instituted, this Agreement shall be incorporated in said decree of divorce, but not merged herein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representative and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party acknowledges that he or she is not represented by an attorney but that he or she has an absolute right to be so represented but has elected not to so do in the negotiation and execution of this Agreement. Each party acknowledges further that this Agreement is the result of months of effort on both their parts to resolve between themselves the issues involved in the division of marital property, custody, finances, and this Agreement was written by the parties hereto.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties before a Notary Public.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted any or all part hereof.

H. Should any provision of this Agreement be found, held, or deemed unenforceable, voidable, or void, as contrary to law or

(9)

BOOK 40 PAGE 418

public policy under the laws of Maryland or any other state of the U.S., the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Ed Dardier
WITNESS

Anita Leslie (SEAL)
ANITA LESLIE

Robert B. Gerstein
WITNESS

John Leslie (SEAL)
JOHN LESLIE

STATE OF MARYLAND: COUNTY OF

: TO WIT:

I HEREBY CERTIFY, that on this 13TH day of January, 1989, the above named Anita Leslie, personally appeared and made oath in due form of law that the matters and facts in the foregoing Agreement are true and correct to the best of her knowledge, information and belief. AS WITNESS my hand and Notarial Seal.

My commission expires:

Robert B. Gerstein
NOTARY PUBLIC
MY COMMISSION EXPIRES 7/1/90

I HEREBY CERTIFY, that on this 14TH day of January, 1989, the above named John Leslie, personally appeared and made oath in due form of law that the matters and facts in the foregoing Agreement are true and correct to the best of his knowledge, information and belief. AS WITNESS my hand and Notarial Seal.

My commission expires.

Robert B. Gerstein
NOTARY PUBLIC
my commission expires July 1, 1990



40 MAR 419

KENNETH EDWARD KURTZ, JR. : In the
Plaintiff : Circuit Court
vs : for
JODIE LYNN CRAMER KURTZ : Carroll County
Defendant : Case No. CV 8572

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Kenneth Edward Kurtz, Jr., be and he is hereby granted an Absolute Divorce from the Defendant, Jodie Lynn Cramer Kurtz; and

It is further ORDERED that the Defendant pay the costs of these proceedings.

Raymond E. Beck, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 20 4 28 PM '90
LARRY W. SHIPLEY
CLERK

40 MAR 420

JOEE LANE MULHERIN : In the
Plaintiff : Circuit Court
vs : for
DANIEL PATRICK MULHERIN : Carroll County
Defendant : Case No. CV 8696

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Joe Lane Mulherin, be and she is hereby granted an Absolute Divorce from the Defendant, Daniel Patrick Mulherin; and

It is further ORDERED that the Voluntary Separation and Marital Settlement Agreement by and between the parties hereto, dated June 30, 1989 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Plaintiff, Joe Lane Mulherin, be and the same is hereby changed to Joe Lane Waddell, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 20 4 28 PM '90
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

BETWEEN

DANIEL PATRICK MULHERIN

AND

JOEE LANE MULHERIN

DATE: June 30, 1989

Pl. Exhibit No. 1

GEOFFREY S. BLACK, ESQUIRE
ATTORNEY AT LAW
MANCHESTER PROFESSIONAL CENTER
3000 MANCHESTER RD. SUITE 1
P.O. BOX 367
MANCHESTER, MD 21102-0367

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GEOFFREY S. BLACK, ESQUIRE
ATTORNEY AT LAW
MANCHESTER PROFESSIONAL CENTER
3000 MANCHESTER RD. SUITE 1
P.O. BOX 367
MANCHESTER, MD 21102-0367

THIS AGREEMENT, made this 30th day of June, 1989,
by and between DANIEL PATRICK MULHERIN (hereinafter referred to as
"Husband") and JOEE IANE MULHERIN (hereinafter referred to as "Wife")
as follows:

EXPLANATORY STATEMENT

The parties were married at a civil ceremony on June 21, 1985, in
Westminster, Carroll County, Maryland. No children were born to the
parties as a result of the marriage.

Differences have arisen between the parties and they are now, and
have been since June 4, 1987, living separate and apart from each
other, voluntarily and by mutual consent in separate abodes, without
cohabitation, with the purpose and intent of ending their marriage.
It is the mutual desire of the parties in the Agreement to formalize
their voluntary separation and to settle all questions of maintenance
and support, alimony, medical expenses, counsel fees, their respective
rights in property or estate of the other, and in property owned by
them jointly or as tenants by the entireties, and in marital property,
and all other matters of every kind and character arising from their
marital relationship.

NOW THEREFORE: In consideration of the promises and mutual
covenants and understandings of each of the parties, the parties
hereby covenant and agree as follows, all as of the effective date
hereof.

1. SEPARATION AND NONINTERFERENCE.

The parties having heretofore mutually agreed to separate
and voluntarily live separate and apart in separate places of abode,
without any cohabitation, and having done so since June 4, 1987, do
hereby expressly agree to continue to do so. Each party shall, as far
as the law allows, be free from interference, authority and control,
direct or indirect, by the other as fully as if he or she were single
and unmarried. Neither shall interfere with or molest the other or
endeavor in any way to exercise any marital relations with the other
or to compel or endeavor to compel the other to cohabit or dwell with
him or her. Each of the parties shall be free to date any other
person, without the other party to this agreement making any claim of
adultery and each waives their right to utilize such conduct as a
ground for divorce between the parties hereto.

2. DEBTS.

A. The parties hereby covenant and agree with each other
that they will not at any time contract in their own name, or in the
name of the other, any debt or debts, charges or liabilities for which
the other or his or her estate shall, or may be or become liable or
answerable, except as expressly set forth herein, and they hereby
release and forever discharge the other from all debts, claims or
liabilities which they have heretofore or which they hereafter
contract or incur in their own name or in the name of the other for
their respective use and benefit, except as herein expressly provided.
They further covenant and agree that their personal representatives

will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

B. Any charge accounts/store accounts which may be presently maintained by either of the parties is in their own respective individual names, and it shall be the responsibility of that party to pay his or her own charge account/store account bills.

3. BANK ACCOUNTS.

Each of the parties has their own respective bank accounts, and agrees and covenants that they will not remove, withdraw, pledge, encumber, assign or otherwise affect the other party's accounts and funds therein.

4. MOTOR VEHICLES.

Husband shall have possession of the 1986 Chevrolet S/10 pickup truck (V.I.N. 1GCBS14R5G2147639), and shall have the sole ownership of the and sole financial responsibility of repayment of the GMAC loan on said vehicle. Motor vehicles owned by the respective parties are presently, or shall be titled separately, in their individual names, as provided above. Each party shall assume the sole responsibility for the physical upkeep, repair and maintenance,

operating expenses, inspections, tags and registration expenses, and motor vehicle insurance (including liability insurance in at least the minimum amounts required by law), of all motor vehicles.

5. MEDICAL, HEALTH AND LIFE INSURANCE AND EXPENSES.

Each of the parties shall have the responsibility of maintaining their own policies of medical, health and life insurance, with freedom to name the beneficiary of their choice.

6. PERSONAL PROPERTY.

Except as otherwise stated herein, the parties have made a distribution of personal property owned jointly by them, prior to the execution of this Agreement, in a manner which is fair, reasonable and acceptable to both parties. Each of the parties hereby transfers and assigns to the other all of their respective right, title, and interest in and to such of the personal property, personal effects, clothing, and household chattels which the other party now has in his or her respective possession, and is free of any and all claim of the other party.

7. WAIVER OF ALIMONY.

Contemporaneously with, and by the execution hereof, and in consideration of the premises, each of the parties does hereby and forever release and discharge the other from any and all obligations of further support for himself/herself, it being the express intention of the parties to waive, release and surrender any past, present and future claim the party may have against the other for alimony, support

and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim they may have against the other party arising from the marital relationship.

8. WAIVER OF IRA/RETIREMENT/PENSION BENEFITS.

Each party for himself/herself and for his or her respective heirs, personal representatives and assigns, does hereby and forever release any and all claim of entitlement, interest in, and right of any type whatsoever, in any and all Individual Retirement Accounts (IRA), 401K plans, retirement and pension benefits and deferred compensation plans owned by the other party acquired in the past or hereafter.

9. WAIVER OF RIGHTS.

Except as otherwise provided herein, each of the parties hereto, for himself/herself, and for his or her respective heirs, personal representatives and assigns, grants, remises, waives and releases to the other any and all rights or interest which he or she has now, or may hereafter acquire, in the real, personal or other property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims, accounts and demands of any kind or nature against the other party and thus this shall be equivalent to a "General Release," including all interests incident to the marriage

relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including (but not limited to) all claims, demands, accounts and interests arising under the Property Disposition in Divorce and Annulment provisions of the Family Law Article of the Annotated Code of Maryland, and any amendments thereto and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether such change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, of in respect of which either of said parties has or may hereafter have any right title, claim or interest, including any rights of dower, statutory thirds, halves or legal shares and widow's or widowers rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. LEGAL FEES and COURT COSTS.

Husband shall pay one-half (1/2) of the Court costs arising out of this Voluntary Separation and Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other. The parties shall be responsible for the payment of their own attorney's fees.

11. POWER OF ATTORNEY.

In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth (but for no other purposes), each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law such further assurances as may at any times be necessary or advisable to effectuate the carrying out of the covenants and agreements set forth herein with respect to the transfer of any real or personal property herein described.

12. INDEPENDENT COUNSEL.

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Voluntary Separation and Marital Settlement Agreement prior to the execution hereof.

13. DISCLOSURE.

The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person. Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances and liabilities prior to the execution hereof.

14. INCORPORATION OF AGREEMENT.

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this "Voluntary Separation and Marital Settlement Agreement" shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event that the said Court shall fail or decline to incorporate this agreement, or any provision thereof, in said Decree, then in that event the parties, for themselves, their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

15. DOCUMENTATION AND ACTIONS.

The parties, for themselves, and their respective heirs, personal representatives and assigns, do mutually agree to join in or

execute any instruments and to do any other act that may be necessary or proper to carry into effect any part of this Agreement.

16. MODIFICATIONS AND ALTERATIONS.

In accordance with the intent and purpose of Section 8-103 of the Family Law Article of the Annotated Code of Maryland, the parties expressly acknowledge that all provisions of this Agreement shall be forever binding between the parties except as stated herein, or unless modified by joint action of both parties or waiver by both parties. This Agreement can be modified, rescinded or abrogated only by formal written instrument and not by the act of the parties. Therefore, resumption of cohabitation or reconciliation shall not void this agreement. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No court shall amend, change, or alter any provisions herein with respect to the division of property of the parties, or with respect to any any provision pertaining to support and maintenance of the Husband and Wife.

17. INCOME TAX RETURNS.

For purposes of Federal and State Personal Income Tax returns, the parties agree that the Husband and Wife shall file separate income tax returns for the calendar year 1987 and thereafter.

18. NON-WAIVER OF RIGHTS.

Nothing contained in this Voluntary Separation and Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved, except as expressly provided herein.

19. ENTIRE AGREEMENT.

This Voluntary Separation and Marital Settlement Agreement, consisting of 13 pages, and signed by the parties in the presence of a notary, contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, covenants, warranties, promises or understandings, oral or written, other than those expressly set forth herein.

20. INTERPRETATION.

This Agreement shall be interpreted in accordance with, and controlled by the laws of the State of Maryland.

21. SEVERABILITY.

If any of the provisions of this Agreement are held to be invalid and unenforceable, all other provisions shall nevertheless continue in full force and effect.

22. VOLUNTARY EXECUTION.

The parties hereto declare and expressly acknowledge that they fully understand all of the terms and provisions of this Agreement; that each had been advised of his or her legal rights and liabilities; that each signs this Agreement freely and voluntarily, without duress, intimidation or coercion, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and upon their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30 day of JUNE, Nineteen Hundred and Eighty-Nine.

Mrs. Mary Mulherin (SEAL)
Witness DANIEL PATRICK MULHERIN
Husband

Joe Lane Mulherin (SEAL)
Witness JOE LANE MULHERIN
Wife

GEOFFREY S. BLACK, ESQUIRE
ATTORNEY AT LAW
MANCHESTER PROFESSIONAL CENTER
3000 MANCHESTER RD. SUITE 1
PO BOX 367
MANCHESTER, MD 21040-0367

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 30th day of June, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DANIEL PATRICK MULHERIN, and made oath in due form of law, under the penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

ROGER P. GERINGER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/30/91
ST. LOUIS COUNTY

Notary Public

My Commission Expires: / / .

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on the 1st day of April, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOE LANE MULHERIN, and made oath, in due form of law under penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: / / .

GEOFFREY S. BLACK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

GEOFFREY S. BLACK, ESQUIRE
ATTORNEY AT LAW
MANCHESTER PROFESSIONAL CENTER
3000 MANCHESTER RD. SUITE 1
PO BOX 367
MANCHESTER, MD 21040-0367

BRENDA KAY EBAUGH : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
FRANKLIN A. EBAUGH : CARROLL COUNTY
Defendant : CASE NO. CV4942

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, BRENDA KAY EBAUGH, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FRANKLIN A. EBAUGH; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, VYOTTA RENEE EBAUGH (born August 8, 1979) and JANELLE LYNA EBAUGH (born September 12, 1981) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Twenty-Five Dollars (\$25.00) per week, per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

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CIRCUIT COURT
CARROLL CO., MD
APR 25 4 30 PM '90
LARRY A. SUMMERS
CLERK

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties and the Addendum thereto, dated February 9, 1982 and August 8, 1989, respectively, both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein to the extent they are not inconsistent with this Order; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck Sr.
JUDGE

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of February, 1982, by and between FRANKLIN A. EBAUGH, ("Husband") and BRENDA KAY EBAUGH, ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 25, 1977, in Carroll County, Maryland.

That two children were born as a result of their marriage, namely, Vyotta Renee, born 8/8/79 and Janelle Lena, born 9/12/81, who are in the care and custody of the Wife.

Differences have arisen between the parties and they are now and have been since JUNE 30, 1981, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their child(ren), maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on

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and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

II. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties, hereto for himself or herself and his or her own respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794A (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

IV. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

V. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and

after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

VI. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, releases and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

VII. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

VIII. COUNSEL FEES; COURT COSTS

That the Husband agrees to contribute Two Hundred Fifty Dollars (\$250.00) towards the attorney's fees regarding the preparation of the foregoing Voluntary Separation and Property Settlement Agreement. That the Husband further agrees to contribute unto the Wife, one-half of the attorney's fees regarding an absolute divorce; the party so instituting divorce proceedings shall be responsible for all court costs.

VIX. CHILD CUSTODY, VISITATION AND CHILD SUPPORT

The Wife shall have the care and custody of the minor children, with the right and privilege of Husband to visit and have the said minor children with him at all reasonable times and places.

The Husband shall pay to Wife, for the support and maintenance of the minor children, the sum of Eighty (\$80.00) Dollars per week for the two minor children (\$40.00 per child, per week), until the first to occur of any of the following events with respect to said children:

- (a) Death of the child or
- (b) Marriage of the child or
- (c) The child's becoming self-supporting or
- (d) The child's arrival at age eighteen years or
- (e) The child's entering the military service.

X. HEALTH INSURANCE

The Wife shall retain the minor children on her health insurance policy; the Husband shall be responsible for his own personal health insurance if he so desires to have same.

XI. LIFE INSURANCE

That any existing life insurance shall be transferred to name the minor children as beneficiaries.

XII. REAL PROPERTY

That the Husband agrees to transfer all his right, title and interest in the home located at 89 Carnival Drive, Taneytown, Maryland; that the wife shall be responsible for the outstanding mortgage, insurance, utilities and maintenance on said home.

XIII. AUTOMOBILE

That the Wife shall retain the 1980 Chevette now currently titled in her name and shall be responsible for any outstanding lien, insurance premiums, tags, repairs, etc. on said vehicle.

XIV. LOANS

That the Husband agrees to be responsible for the outstanding loan with Thorpe Finance Company.

XV. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to seek counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the

terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS [Signature] (SEAL)
FRANKLIN A. EBAUGH
WITNESS [Signature] (SEAL)
BRENDA KAY EBAUGH

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of February, 1982, the above-named FRANKLIN A. EBAUGH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82 [Signature] NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of February, 1982, the above-named BRENDA KAY EBAUGH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/82 [Signature] NOTARY PUBLIC

ADDENDUM TO VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM is entered into on this 8th day of August, 1989, by and between FRANKLIN A. EBAUGH, Husband and BRENDA KAY EBAUGH, Wife.

EXPLANATORY STATEMENT

The parties entered into a Voluntary Separation and Property Settlement Agreement on the 9th day of February, 1982.

That the parties at this time wish to amend the aforesaid Voluntary Separation and Property Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. COUNSEL FEES; COURT COSTS

Strike paragraph number VIII and insert in lieu thereof, "Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past. If a divorce proceeding is brought be either party against the other, the parties so commencing the action shall pay all Court costs thereof,

LAW OFFICES
SILBINGER, COLEMAN
& TIMCHULA
50 Winters Street
Westminster, Maryland 21157
Frederick Office
237 West Patrick Street
Frederick, Maryland 21701

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including any Master's fee. And each party shall bare the cost of their own attorney's fees."

II. CHILD CUSTODY, VISITATION AND SUPPORT

Strike paragraph number IX, (VIX Sic) in its entirety and insert in lieu thereof, the following: "The Wife shall have the sole care and custody of the minor children, and Wife shall waive all rights to payment for support and maintenance of the said minor children. In addition, Wife waives, relinquishes and forgives Husband for all child support payments now in arrears."

III. LOANS

Strike paragraph number XIV in its entirety.

IV. CONTINUED VALIDITY

In all other respects the Voluntary Separation and Property Settlement Agreement executed February 9, 1982, continues to be valid and enforceable.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Diana J. Wallace
WITNESS

Brenda Kay Ebaugh (SEAL)
Brenda Kay Ebaugh

Deane Edwards
WITNESS

Franklin A. Ebaugh (SEAL)
Franklin A. Ebaugh

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 8th day of August, 1989, the above named Brenda Kay Ebaugh, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

CAMILLA MCGILL
NOTARY PUBLIC
CARROLL CO., MD
MY COMM. EXPS. JULY 1, 1990

Camilla McGill

Notary Public

My Commission Expires: 07/01/90

STATE OF Pa., COUNTY OF York, to wit:

I HEREBY CERTIFY that on this 13th day of July, 1989, the above named Franklin A. Ebaugh, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Mary K. Hershey
Notary Public

My Commission Expires:
12/24/90

MARY K. HERSHEY
Notary Public, Hanover, York Co.
My Commission Expires Dec. 24, 1990

STEPHANIE A. LYNN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CHARLES M. LYNN	:	Carroll County
Defendant	:	Case No. CV 5656

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 26th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Stephenie A. Lynn, be and she is hereby granted an Absolute Divorce from the Defendant, Charles M. Lynn; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated December 22, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck Sr.
Judge

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CIRCUIT COURT
CARROLL CO., MD.
APR 26 4 27 PM '90
LARRY W. SHIPLEY
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of December, 1988, by and between CHARLES M. LYNN, of Carroll County, Maryland, herein called "Husband", and STEPHANIE A. LYNN, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Baltimore County, Maryland, on April 24, 1982, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after

PL. EXHIBIT NO. 1

due consideration, do fully and voluntarily agree as follows:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and

to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

It is agreed by and between the parties that wife will transfer to husband any and all interest she may have in and to a Datsun automobile currently being driven by husband. Husband agrees to indemnify and hold wife harmless regarding any payments due on said vehicle and his ownership thereof.

It is agreed by and between the parties that husband will transfer to wife any and all interest he may have in and to a Ford Station Wagon currently being driven by wife. Wife agrees to indemnify and hold husband harmless regarding any payments due on said vehicle and her ownership thereof.

It is agreed by and between the parties that each party will retain any IRA, pension plan, bank account or similar investment account titled in said person's individual name. The other party will release and transfer any interest he or she may have in said IRA, pension plan, bank account or similar investment account.

The parties agree to sell the following items of personal property and equally divide the proceeds derived therefrom: Riding mower, mulcher.

Notwithstanding any provision herein, wife will transfer to husband any interest she may have in the property listed on attached Exhibit A hereto.

Notwithstanding any provision herein, husband will transfer to wife any interest he may have in the property listed on attached Exhibit B hereto.

As an adjustment relative to the division of personal property in this matter, it is agreed by and between parties that husband shall pay to wife the sum of

Six Hundred Seventy Dollars and Fifty Cents (\$670.50). Said sum will be paid forthwith.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 301 Anna Lane, Sykesville, Maryland 21784.

It is agreed by and between the parties that said residence will be listed immediately for purposes of sale with a real estate broker selected by counsel to the parties. The purchase price of said property will be mutually agreed upon by the parties. In the event the property has not sold within nine (9) months from the date of its original listing, the parties agree that said property will be sold at public auction unless they mutually agree at that time not to auction said property.

It is understood that either party may vacate the premises prior to sale without penalty to said party. It is additionally agreed and understood by and between the parties that each will assume responsibility for one-half (1/2) of the mortgage payments, real estate insurance and real estate taxes due on said property through the date of settlement. The parties agree to equally divide the proceeds derived from the sale of the house.

HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance

benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration

of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and

separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce

proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be

subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

David E. Kurland Charles M. Lynn (SEAL)
CHARLES M. LYNN
Jan B. Musselman Stephanie A. Lynn (SEAL)
STEPHANIE A. LYNN

STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 6th day of December, 1988, the above-named CHARLES M. LYNN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in

fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



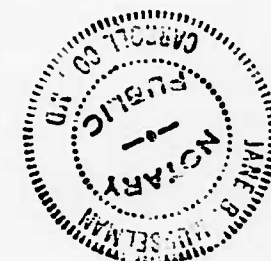
Jan B. Musselman
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 22nd day of December, 1988, the above-named STEPHANIE A. LYNN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Jan B. Musselman
Notary Public
My Commission Expires: 7/1/90



1 Air Conditioner
Wicker Chaise
2 Wicker Chairs
Glass Top Stand
2 Glass Top Night Tables
Brass Bed
2 Ginger Jar Lamps
3 Modern Pictures
Barn-door Type Desk and Chair
2 Teak Chairs w/ slate under cushions
Driftwood Clock
Sofa and Matching Loveseat
Oriental Lamp Stand w/ carving in top and glass top
Oriental Brass Lamp
Brass Lamp
Brass Stand w/ glass top
Oriental Vase
3 Brass Letters
Stork Picture
2 Pictures of Oriental Figures
Oriental Curio Cabinet
Brass Display Cabinet
8 Ivory Figures
Oriental Mirror
Kitchen Table and Chairs
2 Flower Pictures
White China
Washer
Rotary Mower
Oriental Tea Table w/ stools
Dining Room set w/ table w/ 2 large leaves, 8 chairs and
breakfront
Tiller
Ship Wheel
DeWalt Table Saw
"24 Items in Cabinet", except for parrot, 2 birds and 2 cloisonne
flowers

Gray Bedroom
2 Black Lamps
Bamboo Bedroom
Wicker Shelf
White Shell Lamp
Green Lamp
Barn Door Bedroom
2 Oriental Birds
Oriental Owl Figurine
24 Items in Cabinet
2 Air Conditioners
Set of 4 Snack Tables
Christmas China
Brass Tea Cart
2 Bird Figurines
Dryer
Oriental Screen
Barn Door Sofa
Barn Door Loveseat
Barn Door Lamp Stand
Barn Door Coffee Table
Barn Door Chair and Haddock
Black China
Crystal
Crystal
Parrot, 2 birds and 2 cloisonne flowers from 24 items in cabinet

KENNETH EDWARD DAVIDSON * IN THE
Plaintiff and * CIRCUIT COURT
Counter-Defendant *
vs. * FOR
JUDITH ANN DAVIDSON * CARROLL COUNTY
Defendant and * Case No. CV 6394
Counter-Plaintiff *

JUDGMENT

The parties having appeared in Open Court on April 6, 1990, and testimony having been taken, it is this 26th day of April, 1990, ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff is hereby granted an absolute divorce from the Counter-Defendant; and

It is FURTHER ORDERED that the Separation and Partial Property Settlement Agreement entered between the parties is incorporated by reference herein as if said Agreement was fully set forth herein; and

By agreement of the parties, it is FURTHER ORDERED that the Counter-Defendant shall pay the Counter-Plaintiff the amount of One Thousand Six Hundred Dollars (\$1,600.00), representing contribution by the Counter-Defendant to the Counter-Plaintiff's attorney's fees; and

By consent of the parties, it is FURTHER ORDERED that the Counter-Plaintiff shall release any claim that she has on monies removed from a joint savings account by the Counter-Defendant; and

It is FURTHER ORDERED that this Judgment shall constitute a Qualified Domestic Relations Order for purposes of the Counter-Plaintiff's receiving an interest in the Counter-Defendant's retirement plan with Westinghouse and with Singer; and

It is FURTHER ORDERED that the Counter-Plaintiff is to receive, pursuant to this Qualified Domestic Relations Order, a portion of the Counter-Defendant's benefits from the Counter-Defendant's retirement plan known as The Singer Company Deferred Savings Plan, and that said benefits are to be paid as follows:

A. The participant is Kenneth E. Davidson (Social Security No. 170-32-6220) who currently resides at 730 Washington Road, Westminster, Maryland 21157. The alternate payee is Judith A. Davidson (Social Security No. 194-36-3741) who currently resides at P. O. Box 77, Sykesville, Maryland 21784.

B. The Counter-Defendant's retirement plan (the "Plan") is a plan known as The Singer Company GPE Salaried Employees' Retirement Plan.

C. The Plan Administrator is Mr. John Cooleen.

D. There are no provisions for loans, assignments, or cash surrenders of these regular "Plan" benefits.

E. As a result of the finalization of the divorce between the parties in this Order, the Counter-Plaintiff will be entitled to receive an amount of benefit equal to fifty per cent (50%) of the benefit that has accrued to the Counter-Defendant from March 16, 1968, through the date of this Judgment and any interest that has accrued thereon as of the date of the date of payment. In the event that the Counter-Defendant does not take a lump-sum payment, the Counter-Plaintiff will receive her payments on a monthly basis if, as and when the Counter-Defendant receives payment. To the extent that benefits received by the Counter-Defendant are received by way of periodic payment, the Counter-Plaintiff will be entitled to a percentage of each and every payment received by the Counter-Defendant pursuant to the following equation: $1/2$

times X/Y times the amount of each payment received by the Counter-Defendant. In the formula, X equals the number of years the parties hereto were married (March 16, 1968, to the date of this Judgment) and during which the Counter-Defendant was employed by Singer, and Y equals the number of years that the Counter-Defendant will have accumulated with Singer at the time of retirement. Payments in the amount determined by the aforementioned formula shall be paid from the Counter-Defendant's retirement benefits.

F. The Plan will pay benefits to Judith A. Davidson in a form selected by her which is permitted by the Plan, provided that the form selected by her does not adversely affect Kenneth E. Davidson's selection of a form of benefit payment. To the extent permitted by law, Judith A. Davidson has the right to select the time of receipt of her benefits, provided that the time selected does not affect Kenneth E. Davidson's right to select the time his benefit commences or the amount of his benefit.

This assignment of benefits does not require the designated Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, nor does this assignment require the "Plan" to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide benefits to an alternate payee, which is required to be paid to another alternate payee under another order previously determined to be a qualifying court order.

G. This Order is designed to meet the definition of a QDRO under Section 206 (d)(3)(c) and (d) of the Employment Retirement Income Security Act of 1974, as amended, and Section 414 (p)(1) of the Internal Revenue Code of 1954, as amended.

The parties having agreed that the Counter-Plaintiff shall also receive an interest in the Counter-Defendant's retirement plan with Westinghouse, it is FURTHER ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff is to receive, pursuant to this Qualified Domestic Relations Order, a portion of the Counter-Defendant's benefits from the Counter-Defendant's retirement plan known as The Westinghouse Pension Plan, and it is further acknowledged by the Court that said benefits are to be paid as follows:

A. The participant is Kenneth E. Davidson (Social Security No. 170-32-6220) who currently resides at 730 Washington Road, Westminster, Maryland 21157. The alternate payee is Judith A. Davidson (Social Security No. 194-36-3741) who currently resides at P. O. Box 77, Sykesville, Maryland 21784.

B. The Counter-Defendant's retirement plan (the "Plan") is a plan known as The Westinghouse Pension Plan.

C. The Plan Administrator is Westinghouse Electric Corporation.

D. As a result of the finalization of the divorce between the parties in this Order, the Counter-Plaintiff will be entitled to receive forty-five per cent (45%) of the benefit that has accrued to the Counter-Defendant and any interest that has accrued thereon as of the date of the date of payment. In the event that the Counter-Defendant does not take a lump-sum payment, the Counter-Plaintiff will receive her payments on a monthly basis if, as and when the Counter-Defendant receives payment. To the extent that benefits received by the Counter-Defendant are paid on a periodic basis, the Counter-Plaintiff will be entitled to a percentage of each and every payment received by the Counter-Defendant

pursuant to the following equation: 45/100 times the amount of each payment received by the Counter-Defendant. Payments in the amount determined by the aforementioned formula shall be paid from the Counter-Defendant's retirement benefits.

E. The Plan will pay benefits to Judith A. Davidson in a form selected by her which is permitted by the Plan, provided that the form selected by her does not adversely affect Kenneth E. Davidson's selection of a form of benefit payment. To the extent permitted by law, Judith A. Davidson has the right to select the time of receipt of her benefits, provided that the time selected does not affect Kenneth E. Davidson's right to select the time his benefit commences or the amount of his benefit.

This assignment of benefits does not require the designated Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, nor does this assignment require the "Plan" to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide benefits to an alternate payee, which is required to be paid to another alternate payee under another order previously determined to be a qualifying court order.

F. This Order is designed to meet the definition of a QDRO under Section 206 (d) (3) (c) and (d) of the Employment Retirement Income Security Act of 1974, as amended, and Section 414 (p) (1) of the Internal Revenue Code of 1954, as amended.

And it is FURTHER ORDERED that jurisdiction over the parties and the subject matter is expressly reserved for the purpose of amending this Order to cause it to meet the definition of a Qualified Domestic Relations Order in the event that this Order is determined by the Plan Administrator of The Singer Company GPE Salaried

Employees' Retirement Plan or the Plan Administrator of the Westinghouse Pension Plan, or any court of competent jurisdiction, not to meet the definition or not to be acceptable to either Plan Administrator or the court in order to accomplish the equitable division of the Counter-Defendant's retirement plans as set forth herein;

And it is FURTHER ORDERED that the Counter-Defendant shall pay to the Counter-Plaintiff alimony in the amount of \$ 600.00, said alimony to be paid each month ~~xxxxxx~~ subject to further review at the end of one year from date;

And it is FURTHER ORDERED that the Counter-Plaintiff shall be permitted to resume her maiden name, which is Judith Ann Poth;

And it is FURTHER ORDERED that the costs of these proceedings will be shared equally between the parties;

All subject to the further order of this Court.

Raymond E. Beck, Sr.
RAYMOND E. BECK, SR.,
JUDGE

APPROVED AS TO FORM:

Marc G. Rasinsky by Mr.
MARC G. RASINSKY
Attorney for Counter-Plaintiff

Michael S. Levin
MICHAEL S. LEVIN
Attorney for Counter-Defendant

SEPARATION AND PARTIAL
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 6th day of APRIL, 1990, by and between KENNETH E. DAVIDSON, of Carroll County, Maryland, herein called "Husband", and JUDITH A. DAVIDSON, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Trafford, Pennsylvania, on March 16, 1968, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about January 1989, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

#1
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with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration

of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

The parties acknowledge ownership of a prior joint savings account. They have not agreed on who is entitled to the proceeds that were in said account at the time of the separation. The parties agree that they shall submit this issue to the Circuit Court for Carroll County for determination as to the ownership of said funds.

The parties acknowledge that husband has an interest in a retirement plan with both Westinghouse and Singer. It is agreed by and between the parties that wife shall receive an interest equal to forty-five per cent (45%) of husband's total interest in the Westinghouse pension and any interest that accrues thereon for that period of time from the initiation of his employment with Westinghouse until the date of an absolute divorce. Said payment will be pursuant to a Qualified Domestic Relations Order that will be submitted to the Court. It is further agreed that the Court will retain jurisdiction over this Order to make certain that it conforms with all requirements of law and the Plan Administrator with respect to its form.

The parties agree that wife will be entitled to an interest in husband's retirement plan with Singer equal to fifty per cent (50%) of the total amount that has accrued in the Plan between the date of marriage and the date of an absolute divorce between the parties and any interest that may accrue on that amount subsequent to the granting of an absolute divorce. Said payment will be pursuant to a Qualified Domestic Relations Order that will be submitted to the Court. It is further agreed

that the Court will retain jurisdiction over this Order to make certain that it conforms with all requirements of law and the Plan Administrator with respect to its form.

The parties acknowledge that husband currently owns a life insurance policy with approximately \$3,203.00 (as of December 28, 1989). It is agreed by and between the parties that wife will be entitled to receive forty-five per cent (45%) of the value of the equity in said life insurance policy as of the date of this Agreement.

SUPPORT

The parties acknowledge that they have not agreed as to whether or not husband shall pay wife any alimony. This issue is expressly reserved for Court determination.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

MUTUAL RELEASE

Subject to and except for the provisions of

this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce and those matters and claims specifically reserved herein for determination by the Court.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

ATTORNEY'S FEES

The parties acknowledge that wife is making a claim for reimbursement of attorney's fees from husband. The issue of attorney's fees is expressly reserved for determination by a court of competent jurisdiction.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after

his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand (except as expressly reserved for determination by the Court), which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or

deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver

of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Michael S. Leri

Kenneth E. Davidson (SEAL)
KENNETH E. DAVIDSON

Judith A. Davidson

Judith A. Davidson (SEAL)
JUDITH A. DAVIDSON

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 6th day of April, 1990, the above-named KENNETH E. DAVIDSON personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in

BOOK 40 PAGE 475

fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)

) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 27th day of February, 1990, the above-named JUDITH A. DAVIDSON personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/90

BOOK 40 PAGE 476

BRENDA L. NEPTUNE * IN THE
Plaintiff/Cross Defendant * CIRCUIT COURT
vs. * FOR
WILLIAM R. NEPTUNE * CARROLL COUNTY
Defendant/Cross Plaintiff * Case No. CV 6539
* * * * *

JUDGMENT FOR ABSOLUTE DIVORCE

This cause standing ready for hearing and be presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON it is this 26 day of April, 1990, by the Circuit Court for Carroll County, ORDERED that the Defendant/Cross Plaintiff, WILLIAM R. NEPTUNE, be and he is hereby granted an Absolute Divorce from the Plaintiff/Cross Defendant, BRENDA L. NEPTUNE; and

IT IS FURTHER ORDERED that the issues of child support, child custody, and child visitation shall be ruled upon by this Court in a separate Order in these proceedings; and

IT IS FURTHER ORDERED that the costs of these proceedings are hereby waived.

Raymond E. Bach, Jr.
JUDGE

Approved as to form:

Elizabeth M. Tripp
ELIZABETH M. TRIPP, ESQUIRE
Attorney for Defendant/Cross Plaintiff

Ralph T. Uebersax
RALPH T. UEBERSAX, ESQUIRE
Attorney for Plaintiff/Cross Defendant

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 26 4 32 PM '90
LARRY W. CHURLEY
CLERK

FERDINAND WALTERS EAST, III : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
DEBORAH JEAN EAST : CARROLL COUNTY
Defendant : CASE NO. CV7787

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{April} 26th day of ~~February~~, 1990, that the Plaintiff, FERDINAND WALTERS EAST, III, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH JEAN EAST; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Bach, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 26 4 32 PM '90
LARRY W. SHIPLEY
CLERK

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BARBARA S. F. PEASE : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
EDWARD L. PEASE, III : CARROLL COUNTY
Defendant : CASE NO. CV7985

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{April} 26th day of April, 1990, that the Plaintiff, BARBARA SUSAN FLOYD PEASE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EDWARD LEON PEASE, III; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, EDWARD LEON PEASE, IV (born January 13, 1987) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances, all of which is subject to the further jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Three Hundred Dollars (\$300.00) per month said payments being subject to the further Order of this Court and subject to the following provisions of law:

- (1) If the Defendant accumulates support payments

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CIRCUIT COURT
CARROLL CO., MD

arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 15, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck Jr.
JUDGE

Separation Agreement

This Agreement is entered into this 15th day of January, 1989 by and between Edward L. Pease III (hereinafter referred to as "husband") and Barbara Susan Floyd Pease (hereinafter referred to as "wife").

EXPLANATORY STATEMENT

The parties were lawfully married on or about October 9, 1976, in Glen Burnie, Maryland. One child was born to them as a result of that marriage; namely, Edward L. Pease IV, born January 13, 1987. Irreconcilable differences have arisen between the parties and they agree to separate and live apart voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage, and have lived separate and apart since September 19, 1988. It is the mutual desire of the parties of this Agreement to formalize said voluntary separation and to address questions concerning the support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and all other matters of every kind and character arising from their marital relationship. It is their intention that the following shall be effective from the date hereof, whether or not a bill for divorce is filed by either against the other.

Now, Therefore, in consideration of the mutual promises, agreements and covenants expressed herein, it is hereby covenanted and agreed by each party hereto and with the other hereto as follows:

1. This Agreement is made by the parties to formalize said voluntary separation, having due regard to the provisions of Family Law Article, Title 8, Subtitle 1, Section 8-101, et seq., of the Annotated Code of Maryland (as amended), and should any question of interpretation of this Agreement occur, this Agreement shall be construed by the laws of the State of Maryland.
2. The parties hereby agree to separate and voluntarily live separate and apart from one another, without cohabitation, and in separate abodes. Each of the parties shall be free to go his or her way, free from interference, authority and control by the other, and may each conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit without, and free from any control, restraint, or interference by the other party, in all respects. Neither party shall interfere with or molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise.
3. Each party reserves any cause for divorce which each may have against the other in this state or any other state and in the case of a reconciliation or divorce, the provisions of this Agreement as to the property rights of each shall not be affected, except as provided, unless a new Agreement be entered into in writing mutually revoking and rescinding this Agreement and entering into a new Agreement.
4. **CUSTODY:** The parties hereby agree that at the present time, it is in the best interest of the child that he remain in the custody of the *wife*. In that regard, the parties hereby agree that the care, custody and control of the minor child shall be in the sole custody of the *wife*, and that the *husband* shall be granted reasonable rights of visitation with the minor child, provided,

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however, that the exercise of each visitation privileges shall not conflict or interfere with the school schedule of the child nor with bonafide plans previously made for their activities. All such visitation shall be exercised with due regard for the health and general welfare of said child.

5. **VISITATION:** The husband shall be the child's noncustodial parent and shall be entitled to minimum visitation rights as follows:

a. At least; up to five days a month or other times mutually agreed upon. During birthday and holiday visitation the child will remain in the custodial home unless mutually agreed upon to the contrary. During the summer months the husband has the right to take the child for ~~one week~~ at a mutually agreed upon time.

b. The party with the visitation privilege has the responsibility for both picking up and returning the child and for all related costs.

6. **CHILD SUPPORT:** The husband agrees that during the time the child is in the custody of the wife, he will pay the cost of day care services and education for the child, currently \$62.00 per week. Said payments are to be revised each April 15th beginning in 1999 and are to be based on the then current needs for education and day care. Said payments with respect to the child shall cease and terminate upon the first to occur of any one of the following events as to the child: (a) attainment of age eighteen; (b) marriage; (c) becoming self-supporting; (d) death; or (e) any other emancipation of said child.

7. **ALIMONY:** No Alimony is to be paid by either the husband or the wife.

8. **MEDICAL INSURANCE:** The wife shall maintain in full force and effect the medical insurance currently in effect for hospitalization and doctors' care, or the equivalent thereof, as the medical expenses for the child.

9. **LIFE INSURANCE:** The husband shall continue to pay the premiums on the life insurance policy with Massachusetts Life Insurance Company (Policy Number #5 668 302) until the child attains the age of twenty-two (22). The wife shall remain as the primary beneficiary on the policy until that time. Any modification to the amount of or the terms of that policy will be subject to the approval of both the husband and the wife. The husband will provide the wife with a copy of said insurance policy.

a. The husband and wife both hereby waive any and all survivor benefits which have accrued during this marriage either as a result of insurance or pension.

10. **REAL PROPERTY:**

a. The parties presently own certain improved real property known as 6436 Lincoln Court, Glen Burnie, Maryland. Said property is subject to a first mortgage as of January 31, 1989 of approximately \$26,000.00 and monthly payments, currently of approximately \$300.00. The wife hereby agrees that she shall convey her right, title, and interest in said property unto the husband. The husband will continue to be responsible for the payment of the balance of the mortgage indebtedness. The husband shall execute such documents as might be necessary to transfer the title to his sole name. If the husband sells the property, the wife will receive \$5000.00 of the proceeds, the husband will retain all remaining proceeds net of the mortgage payoff.

11. **PERSONAL PROPERTY:**

a. Bank Accounts - The husband and the wife agree that all Bank Accounts have been divided to their complete satisfaction.

12. **RETIREMENT:** In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each releases and waives unto the other any claim or right to past, present, or future pension and/or retirement benefits, whether vested or non-vested and which were earned during the time of their marriage.

13. **MARITAL PROPERTY:** The parties acknowledge that they have herein divided between them all marital property, as defined in Family Law Article, Title 8, Subtitle 1, Section 8-101 et. seq., of the Annotated Code of Maryland (as amended), to their mutual and complete satisfaction. Henceforth, each of them shall own, have, and enjoy independently of any claim or right of the other with respect to his or her property with full power to dispose of the same as fully and effectually in all respects and for all purposes as if he or she were unmarried. Furthermore, the parties agree that any property of any nature whatsoever acquired by either of the parties henceforth from the date of signing hereof, shall be the sole and separate property of the party acquiring the same. The parties do hereby mutually waive any rights that they may have past, present, or future, against the other, including claims arising under Family Law Article, Title 8, Subtitle 1, Section 8-101 et. seq., of the Annotated Code of Maryland (as amended).

14. **OUTSTANDING DEBTS - NO FURTHER PLEDGE OF CREDIT:** The parties represent unto each other that there are no bills of debts for which the other is responsible. From January 15, 1989 neither party shall pledge the credit of the other, except as otherwise provided in this Agreement or by mutual consent of the parties.

15. **FURTHER ASSURANCES:** The parties for themselves and their respective heirs, personal representatives, and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry out the purposes of this Agreement.

16. **INCOME TAX:** The parties agree that they will execute and file joint federal income tax returns for any subsequent year during which they shall be husband and wife and entitled under the applicable laws and regulations to file a joint return. For each return filed jointly, each party shall pay their proportionate part of any tax that may be due that shall be attributable to his or her respective earnings or income, and each shall indemnify the other against any liability for his or her own proportionate share of said tax. The parties further agree to share any tax refund resulting from over-payment of taxes in proportion to their respective earnings or income and taxes paid.

a. The wife shall have the right so long as she is providing support for said child, to claim the child as her dependent for income tax purposes with both Federal and State governments for the tax years 1988 and beyond.

17. **INCORPORATION OF THIS AGREEMENT:** The parties hereto further agree that the execution of this document shall in no way be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire, and contract of the parties that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms hereof, and this Agreement shall be incorporated into any Decree of Divorce and the parties directed to be bound thereby.

18. **COUNSEL:**

a. Each party has had the opportunity to be represented by independent counsel of his or her own selection in the negotiation of this Agreement. Both parties acknowledge that this is a fair Agreement and is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any other person or persons upon either. The husband hereby acknowledges that _____ represents him and has rendered legal services to him in connection with the negotiations leading to the settlement of the marital affairs of the parties and the execution of this Agreement. The wife hereby acknowledges that Nancy J. Floyd Prue, Esq., 775 Brushwood Court, Millersville, Maryland represents her in connection with the negotiations leading to the settlement of the marital affairs of the parties and the execution of this Agreement.

MISCELLANEOUS PROVISIONS

19. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

20. The parties hereto further agree that all covenants, stipulations, promises, agreements, and provisions of this Agreement shall apply to, bind, and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

21. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which hereafter may be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

22. Each party declares that he or she has read the foregoing Separation Agreement, that they have been represented by counsel of their own selection, or has knowingly and willingly waived his or her right to counsel, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes this Agreement to be fair, just, and reasonable, and each signs the Agreement freely and voluntarily.

In Witness Whereof, we the undersigned have hereunto subscribed our hands and affixed our seals to four (4) counterparts of this Agreement, each of which shall constitute an original, the day and year first above-written.

Edmund W. Nash
WITNESS
Patricia M. Mohr
WITNESS

Edward L. Pease III
EDWARD L. PEASE III
Barbara S. F. Pease
BARBARA S. F. PEASE

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I Hereby Certify that on this 5th day of Feb, 1989, the above named Edward L. Pease III personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his voluntary act and deed for the purposes therein stated and that he has full understanding thereof.

As Witness my hand and Notarial Seal.

Edmund W. Nash My Commission Expires: 7-1-90
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I Hereby Certify that on this 6th day of Feb, 1989, the above named Barbara S. F. Pease personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his voluntary act and deed for the purposes therein stated and that he has full understanding thereof.

As Witness my hand and Notarial Seal.

Patricia M. Mohr My Commission Expires: July 1, 1990
NOTARY PUBLIC

EX 40 485

KENNETH CHARLES SMEDLEY : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
DARLENE RITA SMEDLEY : CARROLL COUNTY
Defendant : CASE NO. CV8316

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *26th* day of April, 1990, that the Plaintiff, KENNETH CHARLES SMEDLEY, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DARLENE RITA SMEDLEY; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, LAUREN SHEPPARD SMEDLEY (born June 6, 1980) and SHAUN CHRISTOPHER SMEDLEY (born January 27, 1984) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances all of which is subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of One Hundred Twenty-Five Dollars (\$125.00) per week per child, said payments being subject to the further Order of this Court; and

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CIRCUIT COURT
CARROLL CO., MD
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LARRY W. SHIPLEY
CLERK

EX 40 486

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as alimony the sum of Two Hundred Fifty Dollars (\$250.00) per month; and

IT IS FURTHER ORDERED, that the foregoing child support and alimony payments are subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 19, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Pack, Sr.
JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of
October, 1988, by and between DARLENE SMEDLEY ("Wife")
and KENNETH C. SMEDLEY ("Husband").

EXPLANATORY STATEMENT

The parties were married in a religious ceremony on January 13, 1974, in Baltimore County, Maryland. Two children were born to them as a result of their marriage, namely LAUREN SMEDLEY, born June 6, 1980, and SHAUN SMEDLEY, born January 27, 1984. Differences have arisen between the parties and they are now and have been since August 9, 1987, living apart from one another voluntarily and by mutual consent, in separate abodes, without cohabitation, and with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship. NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other as if each were sole and unmarried, and each may conduct, carry on and engage in

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any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without and free from any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto, for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties hereto agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising

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under the Marital Property Act, Md. Family Law Code Ann. § 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

The parties have agreed that he Children shall be in the custody of Wife and shall reside with Wife, with Husband having reasonable visitation privileges. In the event that Husband chooses to exercise any visitation granted herein, he will provide Wife with at least forty-eight (48) hours notice of his intention to exercise such visitation. DS
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Nothing contained herein shall be construed as an obligation or duty on the part of the Husband to accept custody of the children for the times and periods indicated, the intention of the parties being that Husband's right of visitation shall be entirely optional with him; and, should he desire, he may waive the privilege of visitation on any occasion, for any reason, without waiving his right to future visitation.

4. CHILD SUPPORT, EDUCATION, CAMPS & MEDICAL EXPENSES

Husband shall pay to Wife, for the support and maintenance of the Children, the sum of One Hundred and Twenty-Five Dollars (\$125.00) per week per child, for a total of Two Hundred and Fifty

Dollars (\$250.00) per week for both Children, until the first to occur of any of the following events with respect to each child:

- (1) death of the child or Husband; (2) marriage of the child;
- (3) the child's becoming self-supporting, or (4) the child's arrival at the age of 18 years. Husband shall provide medical and dental insurance for the benefit of the children for so long as each remains a full-time student. Any and all medical and dental expenses not covered by his insurance shall be paid for by Husband. Should either child attend summer camp, Husband agrees to provide full payment when due. Husband shall be consulted prior to placing either child in a summer camp.

Husband shall contribute to the college education of each child who attends college, for a maximum of four (4) consecutive years of undergraduate education for each child. The amount which Husband shall be obligated to pay for each child for each year of college shall be limited to the actual costs of tuition, fees, books and room and board which are not covered by scholarship funds and shall not exceed the sum which it would cost for such child to attend college as a full-time student at the University of Maryland at College Park, Maryland. DS
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5. ALIMONY AND SUPPORT, MEDICAL INSURANCE AND AUTOMOBILE INSURANCE

Husband shall pay to Wife, as permanent alimony, the sum of Two Hundred and Fifty Dollars (\$250.00) per month, payable on the first day of each month, commencing on the first day of the month following the execution of this Agreement, and continuing so long as the parties live separate and apart and until the first to occur of (a) remarriage of Wife or (b) death of either of the parties. Husband

shall continue to provide the current medical and dental insurance for wife (through his employer) until such time as a Judgment of Divorce shall be entered. Thereafter, Husband shall provide medical and dental insurance for three (3) years in accordance with COBRA requirements or comparable insurance with Husband paying the provider any and all medical and dental premiums for three (3) years from the date of the divorce.

Husband shall pay all Wife's automobile insurance premiums for three years from the date of divorce.

6. LIFE INSURANCE

Husband shall keep in full force and effect, at his expense, those policies of insurance on his life which are itemized on Schedule A which is attached hereto and incorporated herein as a part hereof. Husband shall cause said policies to be so endorsed that Wife shall be named therein as the primary irrevocable beneficiary of the proceeds of said policies upon Husband's death and so endorsed that Husband cannot exercise and rights, privileges, or options in references to said policies, except with written consent of Wife. Said policies shall be endorsed further so as to designate the Children as equal secondary, irrevocable beneficiaries; said designation to be operative upon the death or remarriage of Wife, per stirpes and not per capita. Husband shall cause copies of the insurance notices to be mailed to Wife, and he shall furnish to Wife at least fifteen (15) days prior to the termination of the grace period on said policies, proof of payment of the premiums due thereon. Husband's failure to pay said premiums shall give Wife the right to pay the same and Husband shall be liable to Wife for reimbursement therefor in any appropriate action at law or in equity. In the event that any insurance

company issuing any policy listed on Schedule A shall decline to endorse any such policy as herein provided, or in the event of lapse or cancellation of any of said policies for any reason, the parties, nevertheless, for themselves and their heirs, personal representatives and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns (and of their children as beneficiaries under said policies, their heirs, personal representatives and assigns) shall be governed, controlled and bound by the provisions of this Paragraph to the same extent and as fully as if said policies had been endorsed and remained in effect as herein provided.

7. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Simultaneously with the execution of this Agreement, Husband shall assign to Wife all of his right, title and interest in and to the 1986 Mercury, which is presently in Wife's possession and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Husband shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Simultaneously with the execution of this Agreement, Wife shall assign to Husband all of her

right, title and interest in and to the 1982 Escort, which is presently in Husband's possession and shall, at Husband's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Both parties shall indemnify and hold harmless the other party for any and all liability on his or her vehicle listed herein.

C. Bank Accounts:

The parties have several bank accounts which are currently in the joint names of the parties. The parties agree to divide equally all bank accounts, credit union accounts, savings accounts and certificates of deposit, and stocks and bonds which are in the joint names of the parties with the exception of the following:

1. The Certificate of Deposit with the Bank of Carroll County in the amount of \$7,000.00 plus any accrued interest shall become the sole and separate property of the Wife and Husband agrees to execute all necessary paper work including endorsement of any bank check upon request of Wife.

D. Time Share Unit:

The parties currently are buying into a time-share unit in Ocean City, Maryland, named Saint Tropez Unit 401 week 29, said payment for the property being One Hundred and Thirty-Nine Dollars (\$139.00) per month, and Husband shall continue to pay the monthly payment until such time as it is paid in full, at which time he shall deed/ title the property unto the Wife. Husband shall pay all costs associated with transfer of property unto Wife. The Wife shall be entitled to use the one-week vacation time each year for the

benefit of her and the children, even though Husband shall be responsible for all payments. Husband shall save and hold Wife harmless for the payments and any and all liability created by the debt for said Time-Sharing Unit, including all costs and attorney fees incurred by Wife in defense of any cause of action brought by any person or entity arising out of the debt for the Time-Sharing Unit.

After Husband has completed paying the existing mortgage on the property and deeded the property to Wife, Wife shall save and hold Husband harmless from any and all obligations, debts and liabilities occurring after the date of the transfer of the property, including all costs and attorney fees incurred by Husband in defense of any action brought by any person or entity arising out of any such liability, obligation or debt.

E. Employee Savings Option/Trust for Children:

Husband has, through his employer, a Bell Atlantic Savings Plan which allows him a deferred income option savings which is currently six percent (6%) of his gross income. The option currently permit four percent (4%) withdrawal each year of amount which have vested. Vesting occurs three years after the date of deposit (i.e., all amounts deposited in 1988 vest in 1991).

1. Husband shall each year allocate the aforementioned four percent (4%) of his Employee Savings Plan Option, upon

vesting of same, into a trust fund which he shall establish naming Wife as a trustee/beneficiary for each child. Husband shall continue to place the four percent (4%) into the two trusts (one for each child) on an equal basis until each child reaches the age of twenty-one (21) years.

ii. Due to the vesting situation, those amounts reserved by Husband during the year that a minor child attains the age of twenty-one (21) years will be allocated during the year that the child attains the age of twenty-four (24) years. Accordingly, Husband will cease transferring the vested funds after the children attain the age of twenty-four (24) years.

The trust shall be used for the child's college education and/or for any other purpose to benefit the child. When the eldest child reaches twenty-four (24) years of age, the youngest child's yearly contribution shall be the entire four percent (4%). Each child shall be given the balance of the trust account upon becoming twenty-four (24) years of age. In the event that Husband remarries, and his new wife will not sign a waiver of her right to the Bell Atlantic Savings Plan (and Husband agrees to use all reasonable efforts to obtain a waiver) or in the event that Husband, for any reason whatsoever, no longer has the Savings Plan Option available to him, then he shall make, from his own funds, a contribution equal to four percent (4%) of his gross income

to the trust fund referred to above.

8. PENSION

Husband is a participant in a pension plan known as Bell Atlantic Pension Plan, and it is that plan which the parties acknowledge to be husband's pension plan. *DS*

Plan No. , Employer Identification No.

The parties agree that Wife shall be the alternate payee of the aforesaid pension and that the parties' Judgment of Divorce shall be a qualified domestic relations order as defined by the Retirement Equity Act of 1984, as from time to time amended. Wife's equitable interest in Husband's pension is hereby declared to be thirty-three and one-third percent (33-1/3%) of said pension benefits as accrued if, as and when he retires, irrespective of any other marital property provided herein. Wife shall receive thirty-three and one-third percent (33-1/3%) of any payments made from the pension to Husband, including death benefits, if, as and when such payments are made. *DS*

9. DEBTS

Except as otherwise expressly provided herein, Husband shall assume all responsibility for debts contracted by the parties, or either of them, prior to the separation of the parties, including, but not limited to, MasterCard and Sears, which accounts shall be paid off in full and transferred into Wife's name only. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any such debts. From and after the date

of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligation.

10. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1988 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of them has now or ever had against the other, except any or all causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make

any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

12. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert such claim.

13. COUNSEL FEES; COURT COSTS

Husband agrees to pay counsel fees incurred by Wife in connection with the preparation and execution of this Agreement. If a divorce proceeding is brought by either party against the other, Husband agrees to pay Wife's reasonable counsel fees incurred in connection therewith, and to pay all the court costs of such proceedings, including any Master's fee.

14. MISCELLANEOUS

- A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.
- B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interest arising under the Marital Property Act, Md. Family Law Code Ann. Section 8-201 through 8-213, as from time to time amended, including but not limited to, any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital

property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily and for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. The parties hereby acknowledge that Thomas A. Appel has provided legal representation and advice to Wife in connection with the parties' separation and the drafting of this Agreement. Husband expressly acknowledged that he has been advised and afforded every opportunity to obtain independent counsel of his own selection in connection with this Agreement, so that he may have his own attorney answer any questions which he may have. Husband further acknowledges that Thomas A. Appel has neither represented Husband nor provided him with any legal advice in connection with

the terms or operating effects of this Agreement. Husband further acknowledges that his decision to execute this Agreement without his own attorney is made freely and voluntarily.

F. Whenever the masculine gender is used herein it shall also mean the singular gender where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

G. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

H. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

I. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

J. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereunto have hereunder

set their hands and seals the day and year first above written.

WITNESS:

12 0 Apr Darlene Smedley (SEAL)
DARLENE SMEDLEY

12 0 Apr Kenneth C. Smedley (SEAL)
KENNETH C. SMEDLEY

STATE OF MARYLAND, COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 12th day of October, 1988, the above-named DARLENE SMEDLEY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
My commission expires: 7-1-90

STATE OF MARYLAND, COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 19th day of October, 1988, the above-named KENNETH C. SMEDLEY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
My commission expires: 7-1-90

Key
VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT OF
DARLENE SMEDLEY (WIFE) AND KENNETH C. SMEDLEY (HUSBAND)

SCHEDULE A

- DRS
1. Policy No. : D42 030 996
Policy Date: 7/4/66
Face Amount: \$5,000.00
 2. Policy No. : D42 258 695
Policy Date: 8/12/70
Face Amount: \$5,000.00
 3. Policy No. : D80 924 224
Policy Date: 8/12/85
Face Amount: \$10,000.00
 4. Group Policy No. 99350161

DATA 40 FILE 503

MICHAEL J. HERMAN : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
CANDACE L. HERMAN : CARROLL COUNTY
Defendant : CASE NO. CV8320

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, MICHAEL J. HERMAN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CANDACE L. HERMAN; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, CANDACE LEE HEISEY; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck, Sr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 26 4 35 PM '90
LARRY W. SHIPLEY
CLERK

DATA 40 FILE 504

DIANNE R. SEVIER : In the
Plaintiff : Circuit Court
vs. : for
KENNETH PAUL SEVIER : Carroll County
Defendant : Case No. CV 8341

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 26th day of April, Nineteen Hundred and Ninety, that the above-named Plaintiff, Dianne R. Sevier, be and she is hereby granted an Absolute Divorce from the Defendant, Kenneth Paul Sevier; and

It is further ADJUDGED and ORDERED that the Plaintiff, Dianne R. Sevier, and the Defendant, Kenneth Paul Sevier, be and they are hereby awarded the guardianship and custody of Brandon David Sevier, the minor child of the parties hereto, with said child's primary residence being with the Defendant, Kenneth Paul Sevier, and with the right unto the Plaintiff, Dianne R. Sevier, to visit said child at reasonable times and under proper circumstances, all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 9, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
APR 26 4 35 PM '90
LARRY W. SHIPLEY
CLERK

It is further ORDERED that this is a Qualified Domestic Relations Order as defined in the Retirement Equity Act of 1984, as amended from time to time, and in accordance therewith, the civil pension known as Fireman's Fund Insurance Company, 777 San Marino Drive, Navato, California 94998, Plan No. 505, Employer Identification No. 941610280, is the pension which is the subject of this Order. The participant in the pension is the Defendant, Kenneth Paul Sevier, who currently resides at 1703 Gemini Drive, Eldersburg, Maryland, 21784, and whose Social Security Number is 212-48-8644. The alternate payee is the Plaintiff, Dianne R. Sevier, who presently resides at 1327 Hillcrest Drive, Sykesville, Maryland, 21784, and whose Social Security Number is 212-48-9680. The Plaintiff/alternate payee's equitable interest in said pension is hereby declared to be twenty-five per cent (25%) of each benefit payment which the Defendant is entitled to receive. The Plaintiff, Dianne R. Sevier, shall receive twenty-five per cent (25%) of any payments made from the pension to the participant, if, as, and when, such payments are made. Except with respect to any lump sum death benefit payable upon the participant's death, the Plaintiff shall not be entitled to receive any benefits beyond the date of the participant's death, and Plaintiff shall not be regarded as the participant's surviving spouse under said pension plan. Jurisdiction over the parties and the subject matter is expressly reserved for the purpose of amending the Order to cause it to meet the definition of a Qualified Domestic Relations Order in the event that this Order

is determined by a Plan Administrator or any Court of competent jurisdiction not to meet that definition.

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond E. Beck, Sr.
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of May, 1989, by and between DIANNE RITA SEVIER, ("Wife") and KENNETH PAUL SEVIER, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 15, 1968 in Randallstown, Maryland. Two (2) children were born to them as a result of their marriage; namely, BRYAN TODD SEVIER, born May 16, 1971, and BRANDON DAVID SEVIER, born September 27, 1973, hereinafter referred to as "Children" or "Child". Differences have arisen between the parties and they are now and have been since January 9, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Exhibit No. 1

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time

hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. JOINT CUSTODY AND VISITATION

Husband and Wife shall have the joint guardianship, care and custody of the children of the parties. The primary residence of the children has been and shall continue to be with Wife; provided, however, that the parties shall abide by the future election of each child as to his primary residence. Husband shall, upon reasonable advance notice to Wife, visit and have the children with him at all reasonable times and places giving due regard for the children's schedules and activities.

4. DECISIONS REGARDING CHILDREN'S WELFARE

The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their children. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the children and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the children. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with the third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the children and execute any authorizations so that all information concerning the children shall be equally available to both parties.

5. CHANGE OF CHILDREN'S OR CUSTODIAL PARENT'S RESIDENCE

Neither Husband nor Wife shall attempt to permanently remove the children from the State of Maryland without first giving the other ninety (90) days written notice of his or her intention to do so. The parties agree and consent that the Courts of the State of Maryland shall have full and complete

jurisdiction with respect to any dispute between the parties relating to the custody or support of the children, notwithstanding any breach of any provision of this Agreement, regardless of their then domicile or residence, provided, however, that the responding party is given adequate actual notice and a reasonable opportunity to appear before the Court.

6. CHILD SUPPORT

Husband shall pay to Wife for the support and maintenance of each child the base sum of Seventy-Five Dollars (\$75.00) per week, payable bi-weekly, for a total of One Hundred Fifty Dollars (\$150.00) bi-weekly for each child, which payments shall account from the date of this Agreement. The amount to be paid shall be increased by five percent (5%) each year effective as of the anniversary date of this Agreement. Wife shall be required to keep the children covered under her medical insurance which is available to her through her employment but only so long as it continues to be offered to her at no cost through her employment. At such time as Wife is no longer able to obtain such insurance free of cost, Husband shall have the option of either paying directly to Wife, as it becomes due, the cost which she incurs to continue such medical insurance through her employment or purchasing, at his own expense, his own medical insurance for the benefit of the children. The parties respective obligations to provide medical insurance for their children shall continue for as long as the children are eligible for benefits under Wife's policy through her employment, but in

no event shall such obligation as to each child terminate prior to that child's 18th birthday. In addition, Husband shall pay, on behalf of each child as the same are incurred, all necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for the child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. In addition to his aforementioned child support obligation, Husband shall also pay at least Five Hundred Dollars (\$500.00) per child each year toward the reasonable and necessary clothing expenses of the children. Wife shall not incur any clothing expenses for which she shall seek reimbursement from Husband without his prior authorization whenever practicable. Husband's obligation for the medical and dental bills, and clothing expenses provided in this paragraph shall cease and terminate upon the first to occur of any of the following events with respect to each child: (1) the death of the child, (2) the marriage of the child, (3) the child's becoming self-supporting, or (4) the child's arrival at the age of 18 years; provided, however, that if a child attends any college or university as a full-time student in good standing, Husband's aforementioned obligations shall continue beyond the age of 18 years so long as the child remains a full-time student in good standing,, but in no event shall Husband be obligated to pay such expenses beyond the child's 23rd birthday. Husband's obligation for child support payments to Wife as set forth in

the beginning of this paragraph shall cease and terminate upon the first to occur of any of the four (4) terminal events set forth above; however, as to the fourth terminal event, his obligation shall only continue past the age of 18 years if a child continues to reside with his mother while attending a local college or university as a full-time student in good standing, and the child's primary residence remains with his mother. As with Husband's obligation for medical and dental bills, and clothing expenses, he shall in no event be obligated to pay child support beyond the child's 23rd birthday. Wife agrees that for each calendar year in which Husband shall have made all child support payments which he is obligated to make, she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim BRANDON DAVID SEVIER as a dependent for that calendar year. Wife shall give such executed declaration to Husband upon his request, on or after January 1 each year for the calendar year just ended, to enable Husband to attach it to his tax returns. Husband agrees to execute a similar declaration each year stating that he will not claim BRYAN TODD SEVIER as a dependent for that calendar year. Husband shall give such executed declaration to Wife upon her request, on or after January 1 each year for the calendar year just ended, to enable Wife to attach it to her income tax returns.

7. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

8. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 1327 Hillcrest Drive, Sykesville, Maryland 21784 (the "Home"). The Home is subject to the lien of a Mortgage with Sykesville Building Association with a current principal balance of approximately Three Thousand Dollars (\$3,000.00), and a Home Equity Loan with Signet Bank with a current principal balance of approximately Fifty-Seven Thousand Dollars (\$57,000.00). Simultaneously with the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Wife shall be solely responsible to pay the mortgage

and all other expenses of the Home, except as set forth below, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Husband shall be solely responsible to pay the entire balance on the Home Equity Loan at Signet Bank and shall pay each monthly payment in a timely fashion as it comes due. Husband shall hold and save Wife harmless from any and all expenses relative to said Home Equity Loan, and shall indemnify her from any liability therefor. In the event the Home is sold for any reason prior to the date that the said Home Equity Loan has been paid in full, Husband shall make all reasonable efforts to pay the balance of the principal, accrued interest and any prepayment penalty due on the Home Equity Loan as of the date of Wife's settlement. In the event Wife shall decide to list the Home for sale, she shall notify Husband within a reasonable time of listing the Home of her intention to sell same. Wife shall also give Husband notification within a reasonable time of the fact that the Home is to be sold in any other manner or for any other reason. Husband shall, within ten (10) business days of such notification, make application with a reputable lending institution and make other good faith efforts to borrow an amount sufficient to pay off the balance of said Home Equity Loan at the time of Wife's settlement. In the event Husband is

not able, after making such good faith attempts, to qualify for such a loan, Husband shall continue to make monthly payments directly to Wife in an amount equal to the last full monthly payment due to Signet Bank. In such event, Husband shall, within thirty (30) days of the date of Wife's settlement, execute a Promissory Note promising to pay to Wife the balance of the Signet Bank Home Equity Loan at ten percent (10%) interest with consecutive monthly payments of a consistent amount equal to the last full monthly payment due to Signet Bank prior to Wife's settlement. The note shall provide for the said payments to be made over a sufficient period of months to pay off the principal, accrued interest and any prepayment penalties set forth in the note. The note shall also provide that in the event of default Wife shall be entitled to recover an additional five percent (5%) of the unpaid balance, as reasonable attorney's fees. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

9. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any

interest of Husband, with the exception of the painting which hangs over the fireplace and Husband's workshop tools, which items shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. All tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Simultaneously with the execution of this Agreement, Husband shall assign to Wife all of his right, title, and interest in and to the 1985 Oldsmobile Calais automobile which is presently in Wife's possession and titled in Husband's name and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Husband shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Wife shall assume all responsibility for payment of the debt against said automobile, and shall indemnify and hold Husband harmless from any liability therefor. Simultaneously with the execution of this Agreement, Wife shall assign to Husband all of her right, title and interest in and to the ¹⁹⁸⁴ ~~1988~~ Oldsmobile Cutlas automobile which is presently in Husband's possession and titled in Husband's name. Husband shall assume all responsibility for payment of the debt against said automobile, and shall indemnify and hold Wife harmless from any and all liability therefor. Wife shall also, simultaneously with the execution of this Agreement, assign to Husband all of her right, title and

interest in and to the 1974 Triumph automobile which is presently in Husband's possession and titled in the joint names of the parties and shall, at Husband's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

10. PENSION

Husband is a participant in a pension plan known as Fireman's Fund Insurance Company, 777 San Morino Drive, Navato, California 94998, Plan No. 505, Employer Identification No. 941610280. The parties agree that Wife shall be the alternate payee of the aforesaid pension and that the parties' Judgment of Divorce shall be a qualified domestic relations order as defined by the Retirement Equity Act of 1984, as from time to time amended. Wife shall receive twenty-five percent (25%) of any payments made from the pension to Husband, including any death benefits, if, as, and when, such payments are made. Except with respect to any lump sum death benefit payable upon Husband's

death, Wife shall not be entitled to receive any pension/retirement/annuity benefits beyond the date of Husband's death and Wife shall not be regarded as Husband's surviving spouse under said pension/retirement/annuity plans.

11. COLLEGE EDUCATION OF THE CHILDREN

Husband shall pay the following costs of college education of each child who attends college, for a maximum of four (4) years of college, provided that the child applies himself as a full time student at a school selected by Husband and the child performs within the range of his capabilities: tuition, books, room and board and school activities fees. Husband shall not be obligated to pay any of the aforementioned costs once the child has attained the age of twenty-three (23) years and Husband's obligation to pay for the aforementioned expenses shall be limited to the extent of his financial ability to do so at that time. Husband shall have no obligation to contribute toward a child's college education if (a) Husband does not participate in the selection of the school, or (b) the child does not apply himself within his reasonable capabilities, or (c) the child experiences significant disciplinary problems, or (d) Husband becomes reasonably and legitimately dissatisfied with the school or the child's curriculum. It is contemplated and agreed that Husband shall retain and exercise such reasonable and appropriate discretion with respect to the child's education as he would have had if the parties had not separated.

12. LIFE INSURANCE

Husband shall obtain and keep in full force and effect, at his expense, a policy or several policies of insurance on his life having a total face value of at least One Hundred Fifty Thousand Dollars (\$150,000). Husband shall cause said policy(ies) to be so endorsed that Wife shall be named therein as the primary irrevocable beneficiary of the proceeds of said policy(ies) upon Husband's death and so endorsed that Husband cannot exercise any rights, privileges or options in reference to said policy(ies), except with written permission of Wife. Said policy(ies) shall be endorsed further so as to designate the children as equal secondary, irrevocable beneficiaries, said designation to be operative upon the death of Wife, per stirpes and not per capita. In the event Wife is the recipient of the aforementioned life insurance proceeds upon Husband's death, she shall apply the life insurance proceeds to the immediate and full satisfaction of the Signet Bank Home Equity Loan if it has not been fully satisfied as of the date she receives said insurance proceeds; and, Wife shall then apply a portion of the remaining insurance proceeds towards the payment of those costs of a college education for each of the children which Husband would have been obligated to pay pursuant to the preceding Paragraph had he survived. Husband shall be entitled to reduce the life insurance coverages in appropriate amounts as the Signet Bank Home Equity Loan is satisfied. Husband shall also be entitled to reduce the life insurance

coverage by Fifty Thousand Dollars (\$50,000.00) as his obligation regarding each child's college education terminates. In the event that Husband shall fail to obtain and/or to maintain the life insurance coverage as set forth above, or in the event of lapse or cancellation of the required insurance policy(ies) for any reason, the parties, nevertheless, for themselves and their heirs, personal representatives and assigns (and of their children as beneficiaries under the required policy(ies), their heirs, personal representatives and assigns), shall be governed, controlled and bound by the provisions of this Paragraph to the same extent and as fully as if the policy(ies) required by this Paragraph had been obtained, endorsed and remained in effect as provided herein.

13. LEASE TRACKING SERVICES, INC.

Husband owns fifty percent (50%) of the stock in a business known as Lease Tracking Services, Inc. which is currently in its developmental stages. Simultaneously with the execution of this Agreement, Wife shall waive any and all right, title, interest and/or claim which she may have to Husband's holdings in the aforementioned business, such that Husband shall own said stock free and clear of any interest of Wife.

14. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

15. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1988. The parties expect to receive refunds. The parties shall divide equally any and all tax refunds which they shall receive. In the event taxes shall be due for said year, the parties shall pay all the taxes due on a pro rata basis, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances and/or refunds; provided, however, the Wife shall not be required to pay any taxes in excess of those which she would

be required to pay if she did not file joint tax returns. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties, and expenses in connection with his own income and deductions during all years for which returns are filed.

16. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him with regard to the parties' separation and divorce at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, Husband shall pay all court cost thereof, including any Master's fee.

17. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party

covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

18. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

19. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

20. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital

Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any

fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

William D. Egan *Dianne Rita Sevier* (SEAL)
DIANNE RITA SEVIER
Laura F. P. Gist *Kenneth P. Sevier* (SEAL)
KENNETH PAUL SEVIER

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

May I HEREBY CERTIFY, that on this *9th* day of *May*, 1989, the above-named DIANNE RITA SEVIER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.


AS WITNESS my hand and Notarial Seal.

Judith A. Gist
NOTARY PUBLIC
My Commission Expires: *7-1-90*


STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this *3rd* day of *May*, 1989, the above-named KENNETH PAUL SEVIER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Laura F. P. Gist
NOTARY PUBLIC
My Commission Expires: *July 1, 1990*


TIMOTHY JAMES MASON : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 DENISE RUTH MASON : CARROLL COUNTY
 Defendant : CASE NO. CV8392

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, TIMOTHY JAMES MASON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DENISE RUTH MASON; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, DUSTIN WILLIAM MASON (born February 15, 1983) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated November 30, 1989 and filed in this case be and the same are hereby a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 APR 26 4 34 PM '90
 LARRY W. SIMPLEY
 CLERK

Raymond E. Beck Sr.
 JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 30th day of *March* 1989, by and between TIMOTHY JAMES MASON, of Glen Rock, Pennsylvania, hereinafter referred to as "Husband" and DENISE RUTH MASON, of Carroll County, Maryland, hereinafter referred to as "Wife".

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on September 2, 1979 in Baltimore County, Maryland. One child was born unto the parties, namely, DUSTIN WILLIAM MASON, whose date of birth is February 15, 1983.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now nor have they been for some time past, living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of their marriage relationship, and without waiving any grounds for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with one another and for their respective heirs, personal representatives, and assigns, as follows:

VOLUNTARY SEPARATION

ITEM ONE: The parties hereto did voluntarily and mutually separate on October 1, 1987 with the purpose and intent of ending their marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending their marriage relationship.

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 209 COURTLAND AVE.
 TOWSON, MD 21204

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The parties agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective ways as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows.

MUTUAL WAIVER OF ALIMONY

ITEM TWO: Both the Husband and the Wife do hereby expressly covenant and agree, and do by these presents and in consideration of the mutual promises of the parties, expressly waive any and all claims for alimony, maintenance and support, both pendente lite and permanent, past, present, and future against each other, it having been explained to them, and recognized by them, that by the execution of this Agreement, they cannot at any time in the future, make any claim against each other for alimony, support, and maintenance; these provisions not being subject to modification by any court.

JOINT CUSTODY AND SUPPORT

ITEM THREE: The parties shall have the joint care and custody of the parties' only minor child, namely, DUSTIN WILLIAM MASON, whose date of birth is February 15, 1983. The primary residence of said child shall remain with the Wife. Both parties do agree to jointly decide and consult with one another in matters pertaining to the educational, medical, and spiritual well-being of said child. The Husband's period of custody shall

be every Wednesday evening and continue through Monday morning, and the Wife's period of custody shall be from Monday morning and continue until Wednesday evening. Holidays, birthdays, and other dates of important occasions shall be shared between the parties.

The parties do agree to charge themselves generally for the support of said minor child, and said support generally shall continue until such time as this child shall reach the age of eighteen (18), dies, becomes self-supporting, or is otherwise emancipated, and/or so modified by a court of competent jurisdiction, whichever event shall occur first.

PERSONAL PROPERTY

ITEM FOUR: The parties hereto have divided to their mutual satisfaction all of that personal property acquired by them during the course of said marriage.

Each of the parties does hereby waive any right, claim, title, and/or interest in and to that personal property which the other party does now retain as his or her sole and exclusive property.

AUTOMOBILES

ITEM FIVE: The Husband shall have as his sole and exclusive property the 1968 Cougar automobile. The Wife shall have as her sole and exclusive property the 1986 Mitsubishi truck and the 1961 Ford. Each party does waive any right, claim, title, and/or interest in and to that vehicle which the other does now have in his or her own possession.

DEBTS

ITEM SIX: Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they pledge or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

PAST TAX RETURNS

ITEM SEVEN: The Husband does agree to reimburse the Wife the sum of Two Hundred Twenty-Nine Dollars and Eighty-Five Cents (\$229.85) arising from a 1987 tax liability to which same would have been his responsibility and to which the Wife had been caused to make payment. Each party does hold harmless and indemnify the other from any and all past and future tax liabilities to the extent that each would have been liable should any further liabilities be assessed against both of the parties, either past, present, or future.

MEDICAL INSURANCE

ITEM EIGHT: Each of the parties do agree that should their employer provide medical insurance as a fringe benefit at the place of his or her employment, that whenever possible that party shall maintain coverage on behalf of the parties' only minor child. Each of the parties do agree to share equally, dollar for dollar, the cost of any and all medical, optical, and dental expenses, including prescriptions necessary for said child which may not be covered by either parties' medical insurance program, now or in the future. Each party does authorize the other to execute any and all documents necessary to grant emergency care and treatment to said minor child when the child is under the care and custody of that particular parent at the time of any injury. Each is authorized to sign on behalf of the other and each is empowered to execute those documents as may be necessary by the virtue of this Agreement to effectuate prompt and immediate medical care and attention on behalf of said child when an emergency should exist.

SAVING AND CHECKING ACCOUNTS

ITEM NINE: Both of the parties do agree to waive any right, claim, title, and/or interest in and to the checking and saving's accounts or other monetary accounts which each of the parties may maintain at the time of the execution of this Agreement. Each does waive any right, claim, title, and/or interest in and to any monies which may be determined to be in said accounts, mindful of their right to share in same by virtue of the Maryland Property Act.

RESERVATIONS TO GROUNDS FOR DIVORCE

ITEM TEN: Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce for which either of them may now or hereafter have against the other, the same being expressly reserved.

FINANCIAL DISCLOSURE

ITEM ELEVEN: Each party acknowledges that each has been fully informed of the income, assets, liabilities, resources and expectancies of the other, all information requested by them regarding the same has been furnished by the other party, each has had the benefit of the advice of counsel of his or her own selection, the provisions of this Agreement and their legal and practical effect have been fully explained to them by their respective counsel; and each is entering into this Agreement freely, voluntarily and with full knowledge that this Agreement evidences their prior agreement to voluntarily separate and thereafter live separate and apart and also constitutes a property settlement agreement. Each party acknowledges that they regard the terms of this Agreement as fair and reasonable. Both the legal and practical effect of this Agreement, in each and every respect, have been fully explained and disclosed to each party by his or her attorney. Each party has had the opportunity to be represented by independent counsel of his or her own choosing in the negotiation of this Agreement. Husband and Wife acknowledge that the Agreement is a fair and reasonable Agreement, and that it is not the result of any fraud, duress or

undue influence exercised by either party, and that each has signed the Agreement freely and voluntarily.

INCORPORATION CLAUSE

ITEM TWELVE: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in but not merged with that Judgment of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Judgment of Divorce, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions hereof.

COUNSEL FEES AND COURT COSTS

ITEM THIRTEEN: The Husband and Wife do hereby agree that each shall be solely responsible for the payment of his or her counsel fees in connection with the negotiation and preparation and execution of this Agreement. It is expressly understood that the party instituting any proceedings to obtain a Judgment of Absolute Divorce from the other shall be responsible for the payment of all Court costs and related Master's fees in connection with said proceedings, and that each shall be responsible for his or her own attorney fees in connection with a Judgment of Absolute Divorce.

FURTHER ASSURANCES

ITEM FOURTEEN: The parties for themselves and their respective heirs, personal representatives and assigns do mutually agree to join in or execute any instrument and do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

INDEMNIFICATION IN CASE OF BREACH

ITEM FIFTEEN: Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including but not limited to, reasonable attorney's fees. Notwithstanding the foregoing, if any provision of this Agreement is claimed by either party to have been breached, no action may be brought against the other unless the party making the claim of breach has given the other written notice specifying the breach asserted and unless the other has not cured the alleged breach within fifteen (15) days after receiving the written notice.

MUTUAL RELEASE

ITEM SIXTEEN: Except for any ground for divorce which either party may have against the other, and except for the

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TOWSON, MD 21204

rights provided in this Agreement, the parties, for themselves and for their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns all rights pursuant to Maryland Code, Family Law Article, Title 8 as now or hereafter existing, and all right, title, and interest which he or she might now have or hereafter have as Husband or Wife, widow or widower, next-of-kin, successor or otherwise, in and to any property of the other, real or personal, whether now owned or hereafter acquired, against such other, the Estate of such other, or any part thereof including, but not limited to, rights arising out of acts, contracts, engagements or liabilities of such other by way of dower or curtesy, statutory thirds, halves or legal shares or claims in the nature of dower or curtesy or widow's or widower's rights, or under intestate laws, or the right to take against the spouse's Will or the right to treat a lifetime conveyance by the other as testamentary or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death or any rights to receive any legal right or interest whatsoever or all other rights of a surviving spouse to participate in or administer a deceased spouse's Estate, whether arising under the laws of Maryland or any state, commonwealth or territory of the United States or any other country. Notwithstanding any provision contained in this Paragraph to the contrary, either party may, by Last Will and

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TOWSON, MD 21204

Testament executed after the date of this Agreement, make such provision for the other in said Will as the testator or testatrix may deem desirable, and the provisions of this Paragraph shall not preclude the survivor or his or her personal representative from his or her entitlement to the bequest and/or devise specified in the Last Will and Testament.

Except as otherwise provided in this Agreement, each of the parties hereby expressly waives any legal right either may have under any federal or state law as a spouse to participate as a payee or beneficiary under any interest the other may have in any pension plan, profit sharing plan or any other form of retirement or deferred income plan, including but not limited to, the right either of them may have to receive any benefits in the form of a lump sum death benefit, joint and survivor annuity or preretirement survivor annuity and each of the parties hereby expressly consents to any election made by the other, now or in the future, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan.

BINDING ON PARTIES SUCCESSORS

ITEM SEVENTEEN: This Agreement shall be irrevocably binding upon the parties, their respective heirs, personal representatives and assigns, and the parties and their respective heirs, personal representatives and assigns shall execute such other supplemental agreements, deeds or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

SEVERABILITY

ITEM EIGHTEEN: If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provisions or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

INTEGRATION CLAUSE

ITEM NINETEEN: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS: [Signature] Timothy James Mason (SEAL)
TIMOTHY JAMES MASON
WITNESS: [Signature] Denise Ruth Mason (SEAL)
DENISE RUTH MASON

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of November 1989, before me, the subscriber a Notary Public of the State aforesaid, personally appeared TIMOTHY JAMES MASON the "Husband" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is his voluntary act and deed and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7/1/90

Notary Public



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

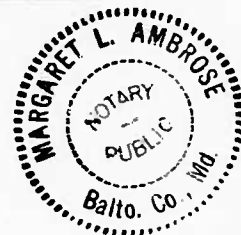
I HEREBY CERTIFY, that on this 14th day of November 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared DENISE RUTH MASON, the "Wife" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is her voluntary act and deed and that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1990

Margaret L. Ambrose
Notary Public



IRENE BLANCHE CARR : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
SAMUEL JACOB CARR, JR. : CARROLL COUNTY
Defendant : CASE NO. CV8473

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, IRENE BLANCHE CARR, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, SAMUEL JACOB CARR, JR.; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, JILL MARIE CARR (born September 28, 1984) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances, all of which is subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable twice monthly in installments of One Hundred Twenty-Five Dollars (\$125.00) each, which payments are subject to the further Order of this Court and subject to the following provisions of law:

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CIRCUIT COURT
CARROLL CO., MD
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LARRY W. SHIPLEY
CLERK

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties date April 13, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond C. Bach, Jr.
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 13th day of April, 1989, by and between IRENE BLANCHE CARR (Wife) and SAMUEL JACOB CARR, JR. (Husband).

EXPLANATORY STATEMENT

The parties were married on the 27th day of January, 1984, in a Civil ceremony. One child was born of the parties, namely Jill Marie Carr, born September 28, 1984. Differences having arisen between the parties, they have lived separate and apart, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the purpose and intent of ending their marriage, beginning the 13th day of October, 1988. It is the mutual desire of the parties to this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS:

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct,

Law Offices

ROBERT A. MEER, JR.
P.O. BOX 370
DAMASCUS, MD. 20872

(301) 263-1111

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carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE:

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests

arising under Annotated Code of Maryland, Family Law, Sec. 8-101 et seq. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. WAIVER OF ALIMONY:

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this agreement, Wife releases and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges the Wife absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent. The provisions of this Paragraph shall not be modifiable by any Court.

4. PERSONAL PROPERTY

A. All of the furniture, furnishings and contents in and about the marital home shall belong to the Wife, who shall have exclusive ownership, use and possession of same,

except that the following items shall belong to the Husband, who shall have exclusive ownership, use and possession of same:

1. Mattress, bed and dresser
2. Tools, lumber and equipment in the shop
3. Reclining chair
4. Stereo equipment
5. VCR
6. Clothing and personal items of jewelry, toiletries and the like
7. Photographs (as agreed upon between the parties) *W.C. DC*

B. Husband shall have exclusive ownership, use and possession of the "Three-Wheeler", the truck and snow plow apparatus, and the Firebird automobile; Husband shall make all payments on the Firebird, saving Wife harmless and indemnifying her with respect to same. Further, Wife shall have temporary use of the Firebird until she obtains other transportation, but for a period of time not to exceed two months from the date of this agreement.

C. Wife shall have exclusive ownership, use and possession of both "Four-Wheelers". Husband shall be responsible for installment payments on the existing loans therefore until paid in full.

D. Wife shall be entitled to the checking and savings accounts jointly owned by the parties, if any. Husband shall be entitled to the retirement and investment plans, at his employment, if any.

E. Except as otherwise stated herein, each party waives all of his or her right, title and interest in and to any personal property in the possession of, or titled to, the other.

5. MARITAL HOME/REAL PROPERTY INTERESTS

The parties rent a mobile home at 5807 Cabbage Spring Road, Mt. Airy, Carroll County, Maryland, which is the marital home. Wife shall have sole and absolute possession thereof, shall be responsible for all rent, and shall hold Husband harmless and indemnify him in all matters with respect thereto.

6. INCOME TAXES:

The parties agree that they shall file joint Federal and State income tax returns for the year 1988. Any tax refunds or liabilities will be divided equally between the parties. For the year 1989 and thereafter, Husband shall be entitled to the exemption for Jill as long as he meets legal requirements for the exemption and has made the child support payments required under this Agreement.

7. CUSTODY AND SUPPORT:

The welfare of Jill is of utmost importance to the parties. Each promises to foster and promote a loving and healthy relationship between Jill and the other parent to the best of his or her ability, and not to denigrate the other to the child. Wife shall have custody of Jill, reserving to the Husband free and reasonable rights of visitation, on reasonable notice, including time for overnight and weekend visits, holidays, and vacations. Each shall keep the other informed as to her medical condition, health, educational and social progress.

As and for child support Husband shall pay to Wife for Jill's benefit the sum of \$250.00 per month, payable twice monthly in installments of \$125.00, until Jill attains the age of eighteen (18) years or is earlier emancipated. Further, Husband and Wife shall divide equally medical and dental expenses for Jill which are not covered by medical insurance.

8. CREDIT:

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. INSURANCE

The Husband shall maintain the present medical insurance on the Wife until the divorce absolute, and on Jill until she attains the age of twenty-two years (22) or is no longer eligible for such coverage, whichever shall first occur. Husband shall maintain in force his life insurance policy at his place of employment. The beneficiary thereof shall be "Irene Blanche Carr, Custodian for the benefit of Jill Marie Carr", until such time as Jill attains the age of twenty-two years; thereafter, husband shall be free to name any beneficiary he desires.

10. MUTUAL RELEASE AND HOLD HARMLESS:

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the

requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party agrees and covenants to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

11. GROUNDS FOR DIVORCE:

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for divorce absolute or a limited divorce for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period. Each agrees to execute an agreement supplementary hereto, upon demand of the other, stating that the separation referred to hereinabove occurred on the date specified herein, same to be executed under oath.

12. COUNSEL FEES:

The Parties agree that each shall be responsible for his or her own attorneys fees incurred in connection with the preparation and negotiation of this Agreement and any

proceedings for a divorce absolute.

13. MISCELLANEOUS:

(a) Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

(b) Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interest arising under Annotated Code of Maryland, Family Law Article, Sec. 8-101, et seq. including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

(c) The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purposes and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. The parties acknowledge that Robert A. Meier, Jr. is the attorney for the Husband only, and Wife acknowledges that has had the right to independent legal advice by counsel of her selection selection in the negotiation and execution of this Agreement.

(d) Whenever the masculine gender is used herein, it

shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

(e) This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

(f) As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

James F. Jones

Irene Blanche Carr
IRENE BLANCHE CARR

Samuel Jacob Carr, Jr.

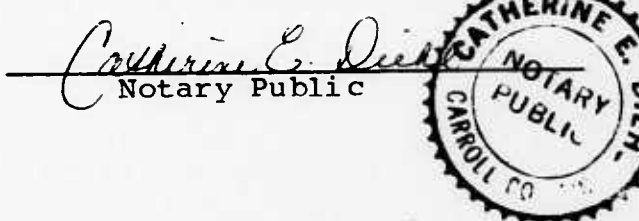
Samuel Jacob Carr, Jr.
SAMUEL JACOB CARR, JR.

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 13th day of April, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Irene Blanche Carr and made oath in due form of law that the statements herein are true, under penalty of perjury.

WITNESS my hand and notarial seal.

My commission expires: 7/1/90



STATE OF MARYLAND

COUNTY OF Montgomery

to wit:

I HEREBY CERTIFY that on this 8th day of November, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel Jacob Carr, Jr. and made oath in due form of law that the statements herein are true, under penalty of perjury.

WITNESS my hand and notarial seal.

Notary Public

Donna R. Curran

My commission expires:

MY COMMISSION EXPIRES JULY 1, 1990

KRISTA KELLEY KNOERLEIN : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
DAVID BRIAN KNOERLEIN : CARROLL COUNTY
Defendant : CASE NO. CV8673

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, KRISTA KELLEY KNOERLEIN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant DAVID BRIAN KNOERLEIN; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, BRIAN DAVID KNOERLEIN (born August 6, 1982) and ASHLEIGH MEAGAN KNOERLEIN (born October 23, 1984) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances, all of which is subject to the further jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per week per child, subject to the further Order of this Court and subject to the following provisions of law:

CV 8673 HD
CIRCUIT COURT
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(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 7, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee.

Raymond E. Bach, Jr.
JUDGE

THIS AGREEMENT, Made this 7th day of FEBRUARY, 1990, by and between KRISTA KELLY KNOERLEIN hereinafter referred to as "Wife," of Carroll County, Maryland, and DAVID BRIAN KNOERLEIN, hereinafter referred to as "Husband," of Baltimore County, Maryland.

WHEREAS, unfortunate differences have arisen between the parties hereto and as a result thereof, the parties have mutually and voluntarily agreed to live separate and apart from each other, and pursuant thereto did separate and ceased to live and cohabit as Husband and Wife since September 15, 1988.

WHEREAS, the Wife and Husband, by this Agreement are desirous of finally settling and determining their joint and several property and personal rights, all questions of alimony of the Wife and Husband, and to provide in said Agreement a complete and final settlement of all rights and interests of every kind and character. past, present, future, and after death, of each of the parties and the property and estate of the other, and

WHEREAS, this Agreement is without waiver or abandonment of any existing grounds for divorce which either party may have or of any defense that either party may assert against the other in any divorce action which may be brought in any court of competent jurisdiction.

WHEREAS, the parties hereto were married in Baltimore County by a religious ceremony on August 23, 1980.

WHEREAS, there were two children born of this marriage, namely BRIAN DAVID KNOERLEIN, born 08/06/82, and ASHLEIGH MEAGAN KNOERLEIN, born 10/23/84.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the mutual promises, covenants, agreements, and representations hereinafter set forth, and for other good and valuable considerations, the parties agree as follows:

P. BRUCE AUSTENSEN
ATTORNEY AT LAW
GLYNDON SQUARE
4888 BUTLER ROAD
GLYNDON, MARYLAND 21071

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1. NON-INTERFERENCE: The parties have been living separate and apart at separate places of abode without any cohabitation. Neither of the parties shall interfere with nor molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other, each party shall be free to go his or her own respective way as fully and to the same extent as if they have never been joined in matrimony.

2. ALIMONY AND SUPPORT OF WIFE AND HUSBAND: Notwithstanding the mutual intentions of the parties as it relates to a voluntary separation, Husband and Wife have been informed and each is again herein informed that he or she may be awarded alimony by the Court in accordance with his or her respective needs, regardless of any fault on his or her part, if any, which may have contributed to this Agreement to live separate and apart. It is only by the express written language of the parties herein contained that each will forever be precluded from claiming alimony or any form of support for himself or herself from the other. Knowing this, and under the advice of an attorney of his or her own choice, or voluntarily declining to seek the advice of an attorney, each expressly and without reservations, hereby covenants, agrees, recites and declares as follows:

A. That Wife hereby expressly waives, releases and discharges absolutely and forever, all her right, claim and demand to alimony; alimony PENDENTE LITE; support and maintenance for herself from the Husband, now or in the future.

B. That Husband hereby expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony; alimony PENDENTE LITE; support and maintenance for himself from the Wife, now or in the future.

P. BRUCE AUSTENSEN
ATTORNEY AT LAW
GLYNDON SQUARE
4888 BUTLER ROAD
GLYNDON, MARYLAND 21071

Page Two of Eight Pages

3. CUSTODY AND VISITATION OF CHILDREN: The Wife shall have the care and custody of the two children of the parties, namely, BRIAN DAVID KNOERLEIN and ASHLEIGH MEAGAN KNOERLEIN, reserving unto the Husband the right of reasonable visitation with the children, but so as to not unreasonably interfere with their usual daily schedules, and education and health arrangements.

4. CHILD SUPPORT: The Husband shall pay directly to the Wife the sum of THIRTY-SEVEN AND ONE HALF DOLLARS (\$37.50) per week for each child as child support.

5. REAL PROPERTY: The parties each have and hereby do represent to the other that he or she has no interest in any real property other than the former marital residence of the parties at 1325 North Main Street, Hampstead, Maryland. The Wife shall retain sole use and occupancy of the said residence. The Wife shall pay the mortgage and pay all the real estate taxes on, and maintain the residence and keep it in good repair. Within thirty (30) days of the execution hereof, Husband shall sign a deed in customary form conveying to Wife all his right, title and interest in said residence, but provided that if the house be sold, Husband shall receive from the proceeds of such sale at settlement an amount equal to thirty percent (30%) of the net proceeds of the sale, after first deducting therefrom the balance then owing on the existing loan to both parties from Patricia Smith, which loan both parties agree to continue repaying at the rate of One Hundred Twenty Dollars (\$120.00) per month each until paid.

6. PERSONAL PROPERTY: The personal property of the parties has been satisfactorily and completely divided between them. Each of the parties transfers and assigns unto the other, all of his or her respective right, title and interest in and to such of the household furniture, equipment, linens, china, silverware and

P. BRUCE AUSTENSEN
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GLYNDON SQUARE
4888 BUTLER ROAD
GLYNDON, MARYLAND 21071

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other household chattels which parties now have in their possession. The Wife shall have sole title to the 1988 Ford Tempo, and the Husband shall have sole title to the 1986 Chevrolet Nova, but provided Husband shall pay the loan thereon as due, and hold the Wife harmless from his failure to do so. Each party shall have sole use and title to any money certificates, stocks and bonds now in his or her respective name. Each party shall have sole ownership of any pension or annuity now in his or her respective name, and the other waives any claim thereon. Each party transfers and assigns unto the other all of his or her respective right, title and interest in and to any bank accounts which may be in the name of the other party alone.

7. INSURANCE: The Husband shall maintain his present life insurance on his life payable to the children of the parties, or Wife as their guardian. Wife shall maintain her present health insurance (major medical) on the children as long as provided by her employer, but if not so provided, the Husband shall provide such insurance for the children of the parties. Each party hereto shall pay one half all costs for health expenses of the children, including dental, ophthalmologic, and orthodontic, if not covered by such insurance.

8. DEBTS: Each party represents and warrants to the other that he or she has not incurred any debts or made any contracts upon which the other or his or her estate may be liable other than those debts or contracts incurred prior to September 15, 1988. Further, each party does hereby represent and warrant that he or she will not in the future pledge the credit of the other and each agrees that he or she will not, at any time hereafter, incur any debt or obligation for which the other or his or her estate may be or become liable. Each further agrees to indemnify and save harmless the other, his or her heirs and personal

representatives, from any and all such claims.

9. TAXES: Each party shall be responsible for filing his or her individual federal and state tax returns for taxable year 1989 and thereafter, and shall be liable for all amounts owed thereunder and receive any refund which may be due thereunder. The Wife may claim the children as a deduction thereon.

10. DOCUMENTS: Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this Agreement, and shall do all things necessary for this end. If either party shall fail to all things necessary to this end in compliance with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of the property and rights in such manner, with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

11. LEGAL FEES: The Husband and the Wife each shall be responsible for his or her own counsel fees; and the Husband shall pay the Court costs of any action for divorce filed in connection herewith, including the Examiner-Master.

12. ESTATE WAIVERS: Except as otherwise provided in this Agreement, each of the parties hereto, for himself or herself and his or her respective heirs, personal representatives or assigns, hereby waives, relinquishes, grants, remises, releases and foregoes any and all rights, actions, causes of action, claims, debts, demands, and obligations which each may have against the other, including without limitation, those of any and every kind incident to the marital relation of the parties, to the property of the other, whether real, personal or mixed, wheresoever situate, whether in possession or in expectancy, if any, or in marital property either statutory or arising at common law, specifically including all claims, demands, and interests arising

under Family Law Article, Section 8, et seq., as amended from time to time, of the ANNOTATED CODE OF MARYLAND, whether said claims or rights arise by way of Husband's or Wife's dower, thirds, statutory estate, or in any other manner by statute or otherwise, under laws of any state or country, now or in the future, including the right of either party to administer the estate of the other. Each of the parties releases all rights in the property or estate of the other party unless specifically stated otherwise in this Agreement, and further releases all claims and demands of any kind or nature against the other party. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her will or under the laws of descent, as the case may be, free from any right of inheritance, title, or claim in the other party, as if the parties at such time were unmarried.

13. INCORPORATION OF AGREEMENT: With the approval of any Court of competent jurisdiction in which any divorce may now be pending or which hereafter may be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail to decline or to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof.

14. UNDERSTANDINGS OF THE PARTIES: This Agreement contains the entire understandings of the parties, and each of the parties hereto warrant that he or she has carefully read and understands this entire Agreement and each is fully cognizant of the terms

thereof, and each has been and is fully and fairly advised (or has voluntarily waived the right to counsel after being advised of such right), of his or her respective legal rights or obligations with respect to all matters covered by this Agreement, including the possible right of both Husband and Wife to receive alimony or support, and of any right either may waive under Section 8, Family Law Article of THE ANNOTATED CODE OF MARYLAND, which deals with the disposition of property in conjunction with divorce and annulment. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

15. FAILURE TO COMPLY: If either party fails or refuses to act on the utmost good faith and due diligence to carry out each and every term of this Agreement, and after due notice and opportunity to comply, the offending party still refuses to act with utmost good faith and due diligence in carrying out his or her responsibilities as set forth and in the event the innocent party seeks the assistance of any Court to compel the offending party to comply with his or her responsibilities as set forth herein, then and in that event, the offending party shall be responsible for all reasonable attorneys' fees, expenses and Court costs actually incurred by the innocent party upon the finding by the Court that the offending party was without a substantial justification for failing to act in the utmost good faith and due diligence in carrying out the terms and conditions of this Agreement which forms the basis for the innocent party's complaint.

AS WITNESS the hands and seals of the parties hereto, the date and year first written above.

WITNESS

WITNESS

KRISTA KELLY KNOERLEIN (SEAL)

DAVID BRIAN KNOERLEIN (SEAL)

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 7th day of FEBRUARY, 1990, before me, the subscriber, a Notary in and for the State of Maryland, County aforesaid, personally appeared KRISTA KELLY KNOERLEIN, and she acknowledged the foregoing Agreement to be her act and deed and that she also made oath in due form of law that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 7/1/90

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 7th day of FEBRUARY, 1990, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared DAVID BRIAN KNOERLEIN, and he acknowledged the foregoing Agreement to be his act and deed and that he also made oath in due form of law that the matters and facts set forth therein are true and correct.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 7/1/90

DAVID L. BRAUNING, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
KAREN L. BRAUNING	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8674

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, DAVID L. BRAUNING, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, KAREN L. BRAUNING; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 12, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, KAREN L. REUSCHLING; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

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CIRCUIT COURT
CARROLL CO., MD.
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LARRY W. SHIPLEY
CLERK

[Signature]
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 12th day of September, 1989, by and between KAREN L. BRAUNING, hereinafter called "Wife," and DAVID L. BRAUNING, JR., hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 1, 1981, in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since December 25, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

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2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party,

including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent. Husband agrees to pay Wife the sum of \$1,500.00 as alimony pendente lite payable in the year 1989

and within thirty (30) days from the execution of this Agreement as a lump sum alimony payment.

4. INSURANCE.

Health Insurance. Husband agrees to maintain his existing medical insurance policies with coverage for the Wife until the parties have been granted an absolute divorce.

Automobile Insurance. Wife shall be solely responsible to pay the premium for automobile insurance on the 1987 Ford Thunderbird (Maryland Tag No. RKE 788) automobile, hereinafter conveyed to Wife to be hers solely and exclusively.

5. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively. The parties acknowledge that each has already obtained possession of all personal property he or she is to receive, except that Wife is to receive from Husband the small color television set.

6. DEBTS.

A. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in

the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

B. The parties agree that Husband will assume full responsibility and indemnify and hold Wife harmless for all remaining balances due and owing under and by virtue of a certain mortgage owed by the parties hereto to Horace S. Brauning, Sr. and Anna M. Brauning, his wife, dated May 27, 1987 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1020, folio 942, etc. The parties further agree that Wife shall pay the entire monthly payment towards the presently existing loan for the purchase of the Wife's 1987 Ford Thunderbird.

7. INCOME TAX RETURNS. The parties have filed joint Federal and State income tax returns for the calendar year 1988 and agree that two (2) outstanding bills, to wit the C & P Telephone Company bill (\$67.16), and Southern States (\$65.00) shall be paid from the refund received. The parties agree that Husband shall be reimbursed for the sum of \$40.00 toward the costs he has paid for income tax preparation and \$20.00 towards taxes paid to the Comptroller of Maryland. After payment of all sums set forth herein, the remaining refunds due the parties shall be equally divided between them.

8. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective

heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them. Husband agrees to make a one-time contribution of \$1,000.00 toward the payment of Wife's counsel fees.

10. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

11. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

12. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

13. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

14. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

15. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

16. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or

significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

17. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

18. MARITAL AWARD. Husband shall pay to Wife the sum of Eleven Thousand Dollars (\$11,000.00) in settlement of her marital rights.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Patricia P. McDonald Karen L. Brauning (SEAL)
James B. Blythe David L. Brauning, Jr. (SEAL)
 KAREN L. BRAUNING
 DAVID L. BRAUNING, JR.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of September, 1989, the above-named KAREN L. BRAUNING, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in

fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

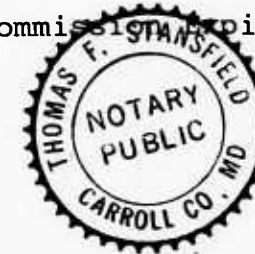
My Commission Expires: 7/1/1990 E. Susan Miller
 Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of Sept., 1989, the above named DAVID L. BRAUNING, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/90 James B. Blythe
 Notary Public



FREDA FAY NASH : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 RANDY MILTON NASH : CARROLL COUNTY
 Defendant : CASE NO. CV8735

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26th day of April, 1990, that the Plaintiff, FREDA FAY NASH, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RANDY MILTON NASH, SR.; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, RANDY MILTON NASH, JR. (born April 20, 1981) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Two Hundred Dollars (\$200.00) per month, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond C. Beck, Jr.
 JUDGE

BRETA MARIE GRAU *
 PLAINTIFF *
 VS *
 WILLIAM RALPH CHARLES GRAU, JR. *
 DEFENDANT *

 IN THE
 CIRCUIT COURT
 FOR
 CARROLL COUNTY
 CIVIL CASE NO. 3633

JUDGMENT OF DIVORCE

In accordance with the attendant Memorandum Opinion, it is this 22nd day of November, 1989 by the Circuit Court for Carroll County

ORDERED, that William Ralph Charles Grau, Jr., be and he is hereby granted a divorce a vinculo matrimonii from Breta Marie Grau; and it is further

ORDERED, that a judgment in the amount of \$21,482.15 (representing non-marital and marital interests) be awarded to Breta Marie Grau against William Ralph Charles Grau, Jr.; and it is further

ORDERED, that the request of alimony by Breta Marie Grau, be denied; and it is further

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 NOV 22 12 51 PM '89
 LARRY W. SHIPLEY
 CLERK

ORDERED, that any open costs of this proceedings be paid by William Ralph Charles Grau, all subject to the further order of this Court.

Luke K. Burns, Jr.

Luke K. Burns, Jr.

Associate Judge

COPIES: David Kartalia, Esq.
 Walter Hess, III, Esq.

BRETA MARIE GRAU	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
WILLIAM RALPH CHARLES GRAU, JR.	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 3633

MEMORANDUM OPINION AND ORDER

On January 21, 1988 the trial of Breta Marie Grau, Plaintiff/Counter-Defendant (Wife) and William Ralph Charles Grau, Defendant/Counter-Plaintiff (Husband) commenced on her Supplemental Complaint for Absolute Divorce. The case was not concluded, but carried over to August 18, 1988, at which time we proceeded on his Supplemental Counter Claim for Absolute Divorce. The case was held sub-curia.

DIVORCE

In the first hearing, the Wife presented testimony to establish divorce grounds of constructive desertion. At the second hearing, the Court took testimony on the Husband's claim of a two (2) year separation as of January 31, 1986, which is admitted by the Wife in her pleadings. The testimony of the Husband, corroborated by Russell Mummert established that the parties married on September 13, 1980, separated on January 31, 1986, and have lived separate and apart to the present without cohabitation and any hope of reconciliation. A further hearing

filed November 22, 1988

was conducted on October 16, 1989 to remove the possibility of staleness. We find that the circumstances have not changed and that the grounds presented at the second hearing remain intact. Accordingly, an absolute divorce shall be granted to the Husband.

PROPERTY

When the parties married in 1980 they resided at 4153 Salem Bottom Road, a home owned by the Husband prior to the marriage. The Wife owned a home located at 854 Ewing Drive, which she sold on August 7, 1981. The sale realized \$17,157.22 in net proceeds to her. On June 14, 1983 the husband sold 4153 Salem Bottom Road. The sale realized \$42,535.60 to him. On July 15, 1983 Husband and Wife purchased 3137 Old Taneytown Road for \$89,900 by paying \$48,968 cash and taking a \$41,900 first mortgage. The cash payment of \$48,968 on the new home was made up of the husband's net proceeds from 4153 Salem Bottom Road augmented by additional funds from his money market account.

A few weeks after the parties purchased 3137 Old Taneytown Road, the wife left the marital home. She withdrew \$18,918.59 from a savings account and \$4,000 from a joint checking account, both withdrawals being made on July 28, 1983. A reconciliation took place in June 1984, at which time the Wife paid the Husband \$10,000 and bought carpet for the home in the amount of \$2380.00, representing her contributions to the home.

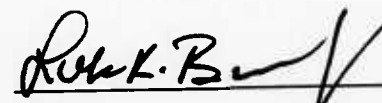
In summary, the present real property value of \$147,000, minus the outstanding mortgage of \$39,680, leaves a present equity of \$107,320. The husband is then entitled to a non-marital

deduction of \$48,118 and the wife is entitled to a non-marital deduction of \$12,380. This leaves a balance of \$61,348.08, minus the Crawford contributions due to the husband (\$24,939.48) or a total of \$36,408.60 subject to marital distribution.

The Annotated Code, Family Law Article, section 8-205 sets forth the ten factors to be considered in determining whether a monetary award should be granted. This was a marriage of short duration with two separations. After the purchase of the marital home, the parties resided as husband and wife for only twenty months. The husband's contributions to the marital home are four times that of the wife. The husband is presently unemployed, and considering his age, his prospects of earning substantial income are diminished. The wife's employment is stable. In light of all ten factors, we shall grant a 25% equitable distribution to the wife and 75% to the husband. Thus the wife receives a marital award of \$9,102.15 and the husband of \$27,306.45.

The wife seeks an award of alimony, which shall be denied based upon the requisite factors set forth in the Annotated Code, Family Law Article, section 11-106.

An Order is attached hereto.


Luke K. Burns, Jr.
Associate Judge

COPIES: Walter Hess, III, Esq.
David Kartalia, Esq.

BRETA MARIE GRAU	*	IN THE
Plaintiff/Counter-	*	CIRCUIT COURT
Defendant	*	FOR
V.	*	CARROLL COUNTY
	*	MARYLAND
WILLIAM RALPH CHARLES GRAU, JR.	*	CASE NO. CV3633
Defendant/Counter-	*	
Plaintiff	*	

* * * * *

AMENDED JUDGMENT OF DIVORCE

Upon consideration of the Motion to Alter or Amend Judgment filed by Defendant/Counter-Plaintiff, the Court has determined that the Judgment of Divorce dated November 22, 1989 does not fully carry out the intent of the Court; it is, therefore, this 3rd day of January, 1990, by the Circuit Court for Carroll County,

ORDERED, that the Judgment of Divorce dated November 22, 1989, be and the same is hereby vacated; and it is further

ORDERED, that William Ralph Charles Grau, Jr., be and he is hereby granted an absolute divorce from Breta Marie Grau; and it is further

ORDERED, that the request for alimony by Breta Marie Grau be and it is hereby denied; and it is further

ORDERED, that David E. Kartalia and Walter D. Hess, III be, and they are hereby appointed Co-trustees to sell the jointly owned real property of the parties located at 3137 Old Taneytown Road, Westminster, Maryland; to report the sale to the court; and to distribute the net proceeds of sale, after payment and release

of the purchase money mortgage in favor of The Sykesville Building Association of Carroll County, and all expenses of sale, including court costs, real estate commissions, if any, and Trustee's commissions, as follows:

1. To William Ralph Charles Grau, Jr., in payment of his non-marital interest - \$48,968.00
2. To Breta Marie Grau in payment of her non-marital interest - \$12,380.00
3. To William Ralph Charles Grau, Jr., in reimbursement for his "Crawford" contributions - \$24,939.48
4. To Breta Marie Grau as a monetary award - \$5,258.13
5. And the balance of said proceeds to William Ralph Charles Grau, Jr.

ORDERED, that David E. Kartalia and Walter D. Hess, III be, and they are hereby appointed Co-Trustees to sell the appraised jointly owned tangible personal property of the parties, as set forth on Defendant's Exhibits 25 and 26; to report the sale to the court; and to distribute the proceeds of sale equally between the parties after payment of all expenses of sale, including court costs, sales commissions, if any, and Trustee's commissions; and it is further

ORDERED, that the Co-trustees be excused from the requirement of bond pursuant to Rule BR3a1, the same being hereby waived; and it is further

ORDERED, that any open costs of this proceeding be paid by William Ralph Charles Grau, Jr.

Luke K. Burns Jr.
 Luke K. Burns Jr.
 Associate Judge

COPIES: David E. Kartalia, Esq.
 Walter Hess, III, Esq.

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BRETA MARIE GRAU	*	
	*	IN THE
Plaintiff/Counter-	*	CIRCUIT COURT
Defendant	*	
	*	FOR
v.	*	CARROLL COUNTY
	*	MARYLAND
WILLIAM RALPH CHARLES GRAU, JR.	*	CASE NO. CV3633
	*	
Defendant/Counter-	*	
Plaintiff	*	
* * * * *		

SECOND AMENDED JUDGMENT OF DIVORCE

The Plaintiff/Counter-Defendant having filed a Motion to Alter or Amend this Court's Amended Judgment of Divorce dated January 3, 1990 but docketed by the Clerk April 10, 1990; the parties having advised the Court that they have reached agreement on all issues and that their agreement is set forth in this Second Amended Judgment of Divorce; that, subject to the approval of the Court, the same shall be entered as a final adjudication by consent of all issues that have been raised or could have been raised in this litigation; and that the property-disposition provisions herein are accepted by both parties as a substitute for division of assets in kind, sale in lieu of partition, monetary award and any other form of relief which this Court might have granted in the premises; it is, therefore, this 18th day of June, 1990, by the Circuit Court for Carroll County,

ORDERED that the Judgment of Divorce dated November 22, 1989 and the aforesaid Amended Judgment of Divorce dated January 3, 1990 be and the same are hereby vacated; and it is further

ORDERED that William Ralph Charles Grau, Jr., be and he is

hereby granted an absolute divorce from Breta Marie Grau; and it is further

ORDERED that no alimony is awarded, the same having been waived by both parties; and it is further

ORDERED that Plaintiff/Counter-Defendant, BRETA MARIE GRAU, shall promptly, and in all events within ten (10) days after receiving notice of this judgment, execute and deliver to Defendant/Counter-Plaintiff, WILLIAM RALPH CHARLES GRAU, JR., a deed with covenants of special warranty and further assurances, conveying to him all of her right, title and interest in the improved property at 3137 Old Taneytown Road, Westminster, Maryland, as described in the deed dated July 15, 1983, from Thomas M. Easen and Dorothy J. Easen, his wife, to William R. C. Grau, Jr. and Breta Marie Grau, his wife, recorded among the Land Records of Carroll County in Book 835 at page 883; and it is further

ORDERED that Defendant/Counter-Plaintiff shall deliver to Plaintiff/Counter-Defendant promptly, and in all events not later than the conveyance mentioned above, the inventory of stained glass and tools for working with stained glass which are described in the record of these proceedings; and it is further

ORDERED that Defendant/Counter-Plaintiff, WILLIAM RALPH CHARLES GRAU, JR., shall indemnify and hold harmless Plaintiff/Counter-Defendant, BRETA MARIE GRAU, from all liability, cost and expense in regard to the purchase money mortgage dated July 15, 1983 from William R. C. Grau, Jr., and Breta Marie Grau, his wife, to The Sykesville Building Association of Carroll County, recorded among the Land Records of

Carroll County in Book 835 at page 885; and it is further

ORDERED that simultaneously with the conveyance to him of the property at 3137 Old Taneytown Road, as hereinabove ordered, Defendant/Counter-Plaintiff, WILLIAM RALPH CHARLES GRAU, JR., shall deliver to Plaintiff/ Counter-Defendant, BRETA MARIE GRAU, the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) in cash, certified or cashier's check; and it is further

ORDERED that judgment be and it is hereby entered in favor of Plaintiff/Counter-Defendant, BRETA MARIE GRAU, and against Defendant/Counter-Plaintiff, WILLIAM RALPH CHARLES GRAU, JR., in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00), together with interest from the date hereof at the statutory judgment rate; provided, that the enforcement of said judgment through post-judgment examination, discovery, attachment, levy or execution in any form, shall be stayed until the expiration of nine (9) months from the date hereof; and provided, further, that if said judgment shall remain unsatisfied after the expiration of nine (9) months from the date hereof, Plaintiff/Counter-Defendant shall be entitled to collect, in addition to the principal of the judgment and interest, her reasonable attorney's fees and costs incurred in order to collect the judgment principal and interest; and it is further

ORDERED that, except as provided herein to the contrary, each party shall retain, as his or her sole property, the items of tangible personal property now in his or her possession; and it is further

ORDERED that attorney Walter D. Hess, Esquire, shall forthwith pay over to Defendant/Counter-Plaintiff the sum of Eleven Hundred Seventy-Six Dollars (\$1,176.00) representing the 1985 State and Federal income tax refunds that he has been holding in escrow; and it is further

ORDERED that any open costs of this proceeding be paid by William Ralph Charles Grau, Jr.

Rupert L. Baumgardner
JUDGE

Consent:

Breta Marie Grau
Breta Marie Grau,
Plaintiff/Counter-Defendant

William Ralph Charles Grau, Jr.
William Ralph Charles Grau, Jr.,
Defendant/Counter-Plaintiff

Robert D. Sellers
Robert D. Sellers,
Attorney for Plaintiff/
Counter-Defendant

David E. Kartalia
David E. Kartalia,
Attorney for Defendant/
Counter-Plaintiff

JOYCE L. DAVENPORT	*	IN THE
PLAINTIFF/	*	CIRCUIT COURT
COUNTER-DEFENDANT	*	FOR
VS	*	CARROLL COUNTY
JAMES P. DAVENPORT	*	CIVIL CASE NO. 4694
DEFENDANT/	*	
COUNTER-PLAINTIFF	*	

JUDGMENT OF ABSOLUTE DIVORCE

The matter having come on for hearing before the Honorable Luke K. Burns, Jr., on March 22, 1990, testimony having been taken, exhibits received, and all pleadings having been read and considered, it is this 1st day of Nov, 1990

ORDERED:

1. That the Plaintiff/Counter-Defendant, Joyce L. Davenport, be and is hereby awarded a judgment of Absolute Divorce from the Defendant/Counter-Plaintiff, James P. Davenport.
2. That the Amended Counterclaim of Defendant/Counter-Plaintiff, James P. Davenport, be and is hereby dismissed.
3. That custody of the minor children of the parties, namely, Kimberly Shannon Davenport, born August 18, 1978, and

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filed May 1, 1990

Heather Joy Davenport, born August 23, 1981, be and is hereby awarded to the Defendant/Counter-Plaintiff, James P. Davenport.

4. That the Plaintiff/Counter-Defendant, Joyce L. Davenport shall be awarded visitation as follows:

a. Commencing on the first weekend immediately following the signing of this Judgment, the Plaintiff Counter Defendant shall have the children with her from Friday at 6:00 p.m. through Sunday at 8:30 p.m. The second weekend following the signing of this Judgment, she shall have the children with her from Friday at 6:00 p.m. through Saturday at 6:00 p.m. The third weekend following the signing of this Judgment, the children shall spend in its entirety with the Defendant/Counter-Plaintiff, James P. Davenport. The fourth weekend following the signing of this Judgment, the Plaintiff/Counter-Defendant shall have the children with her from Saturday at 6:00 p.m. through Sunday at 8:30 p.m. Thereafter, the weekend visitation set forth above shall repeat itself in four week intervals.

b. Plaintiff/Counter-Defendant shall have regular mid-week visitation either on Tuesday or Thursday as her schedule permits. Defendant/Counter-Plaintiff shall be notified of the day selected no later than the Sunday before such mid-week visitation.

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c. Both children shall always spend Mother's Day with the Plaintiff/Counter-Defendant and Father's Day with the Defendant/Counter-Plaintiff. In the event that Mother's Day or Father's Day conflict with the alternating weekend visitation schedule set forth, visitation for those days shall take precedence over such weekend visitation to the extent that the party seeking such visitation shall pick up the children at the residence of the other on Mother's Day or Father's Day at 10:00 a.m., and in the case of the Plaintiff/Counter-Defendant, return the children to the residence of the Defendant/Counter-Plaintiff no later than 8:30 p.m.

d. The parties shall alternate the following major holidays on an annual basis: New Years Eve, from 6:00 p.m. and through New Years Day at 12:00 p.m.; New Years Day from 12:00 p.m. through 8:30 p.m.; Easter Sunday from 10:00 a.m. through 8:30 p.m.; Memorial Day from 10:00 a.m. through 8:30 p.m.; 4th of July from 10:00 a.m. through the close of Fireworks; Labor Day from 10:00 a.m. through 8:30 p.m.; Thanksgiving from 10:00 a.m. through 8:30 p.m.; Christmas Eve from 4:00 p.m. through Christmas Day at 2:00 p.m.; and Christmas Day from 2:00 p.m. through December 26th at 2:00 p.m. Commencing with Easter Sunday of 1990, Plaintiff/Counter-Defendant shall have the children on Easter Sunday, 4th of July, Thanksgiving, Christmas Day and New Years Day. Defendant/Counter-Plaintiff, through the same time period, shall have the children Memorial Day, Labor Day, Christmas Eve and New Years Eve.

e. The parties shall have access to each of the children on her birthday, regardless of any other visitation set forth in this Order. Such access shall be determined by agreement of the parties as the particular circumstances dictate.

f. Each party shall be entitled to four (4) weeks extended visitation in the summer months during school vacation, the periods of which to be scheduled by the parties no later than May 1st of each year. (For 1990 only, May 20) Such extended visitation shall not conflict with the holiday visitation set forth above, Father's Day visitation, nor the children's birthdays, to the extent, with regard to the latter, that the extended visitation interferes with the other parties access to the children on their respective birthdays.

g. The visitation set forth shall constitute minimum visitation and shall not be construed to limit Plaintiff/Counter-Defendant to only that visitation. Where possible, such as Christmas vacation and Spring break, Plaintiff/Counter-Defendant should be afforded additional reasonable visitation which does not conflict with prior legitimate plans for the children. All visitation is subject to modification by the parties in the event of unexpected changes in immediate circumstances or where the parties determine it to be in the best interests of the children to agree otherwise. Any modification of the visitation scheduled on a case by case basis shall not operate to permanently modify the provisions of this Judgment.

h. Defendant/Counter-Plaintiff shall notify Plaintiff/Counter-Defendant of all Parent/Teacher conferences, school events, sporting events and other special activities of the children.

5. That Plaintiff/Counter-Defendant shall generally contribute to the support of the minor children of the parties.

6. That both parties be and are hereby denied alimony.

7. That the real property owned by the parties and located at 4103 Murphy's Run Court, Hampstead, Maryland 21074 is hereby determined to be the "Family Home" within the meaning Md. Family Law Art. section 8-201 (c).

8. That the contents of said Family Home identified on the parties Joint Statement of Marital and Non-Marital Property as being owned by both are determined to be "family personal property" within the meaning of Md. Family Law Art. section 8-201 (d).

9. That Defendant/Counter-Plaintiff be and is hereby awarded use and possession of the family home and family use personal property contained therein for a period not to exceed three (3) years from the date of this Judgment, unless otherwise agreed upon by the parties.

10. That unless the parties agree otherwise, upon expiration of the said three (3) year period, the family home and family use personal property shall be sold and the proceeds, after deductions for the costs of sale and any other legal credits, shall be divided equally between the parties.

11. The Alternate Payee's benefit from the Baltimore County Employees' Retirement System, Baltimore County Government, c/o 169 Court House, Towson, Maryland 21204, shall be Twenty-five Percent (25%) of the Participant's Benefits at the time of their receipt by the Participant. The Alternate Payee's benefit from the PEBSCO Deferred Compensation shall be Twenty-five Percent (25%) of the Participant's Benefits at the time of their receipt by the Participant.

12. To the extent permitted by law, the Alternate Payee has a right to select the time of receipt of her benefit under the Pension Plan of Baltimore County Employees' Retirement System.

13. This assignment does not require the Plan to provide benefits to an alternate payee which are required to be paid to another alternate payee under another Order previously determined to be a Qualified Domestic Relations Order.

14. The participant, the alternate payee, and the Court intend this Order to be a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, Pub. L. No. 198-397.

15. This Order is issued pursuant to the Annotated Code of Maryland, Family Law Article, section 8-205 which relates to marital property, as defined therein between spouses and former spouses in actions for divorce.

16. (a) Pursuant to section 414 (p) (5) of the Internal Revenue Code, Wife, and now former spouse of the Participant, namely Joyce Lynn Davenport, shall be treated as the surviving spouse of such Participant to the extent of her interest in the Plan (s) as set forth herein under section 401 (a) (11) and 417 (e) (qualified joint and survivor annuity) and section 401 (a) (11) and 417 (b) (qualified joint and survivor annuity) of the Code to the extent of her interest in the Plan (s).

(b) Under the Pension Plan of Baltimore County Employees' Retirement System, the Alternate payee shall be the surviving spouse for purposes of both pre-and post-retirement survivor benefits. The Alternate Payee shall be treated as the Participant's spouse for all purposes under the Plan. As the surviving spouse, the Alternate payee shall be entitled to any pre-retirement survivor annuity. The Alternate payee's consent shall be required for any election of benefits by the participant other than the qualified pre-retirement and retirement joint and survivor annuity as provided under section 417 of the Internal Revenue Code of 1986, as amended.

(c) This section of the Order shall be applicable in the event of the death of the Participant before distribution to Wife of her interest in the Plan.

(d) Wife shall qualify as a surviving spouse of Husband pursuant to Code Section 414 (p) (5) as to her interest in the event Husband dies prior to final distribution to Wife.

17. This Order is designed to meet the definitions of a QDRO under section 206 (d) (3) (c) and (d) of the Employee Retirement Income Security Act of 1974, as amended, and section 414 (p) (1) (A) of the Internal Revenue Code of 1954, as amended.

The terms and provisions of this Order are not to be construed to:

- (i) Require a plan to provide any type or form of benefit, or any option not otherwise provided for under the Plan.
- (ii) Require a plan to provide increased benefits (determined on the basis of actuarial value).
- (iii) Require the payment of benefits to Wife, which are required to be paid to another alternate payee under another Order previously determined to be a QDRO.

18. If any Order submitted to the administrator of the Plan(s) is held not to be a Qualified Domestic Relations Order ("QDRO") within the meaning of the IRC section 414 (p), this Court expressly reserves jurisdiction over the subject matter for

the purpose of entering an Order nunc pro tunc if appropriate;
and

19. The Participant shall not do anything to diminish or decrease the value of either plans, nor do any act or deed to defeat the Alternate Payee's interests as stated herein.

20. That the Court accepts the parties' Joint Statement of Marital and Non-Marital Property and determines that those items determined by the parties to be marital property are in fact marital property and are valued as stated on said joint statement.

21. That after considering all factors set forth in Md. Family Law Art. section 8-205, each party is hereby denied any further equitable adjustment or monetary award.

22. That paragraphs 3, 4 & 5 are subject to the further Order of this Court.

Luke K. Burns, Jr.

Luke K. Burns, Jr.

Associate Judge

COPIES: Jeffrey H. Gray, Esq.

Coleen S. Clemente, Esq.

DAVID E. ZIMMERMAN, JR.	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DORIS G. ZIMMERMAN	:	Carroll County
Defendant	:	Case No. CV 8622

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 2nd day of May,
Nineteen Hundred and Ninety, that the above-named Plaintiff,
David E. Zimmerman, Jr., be and he is hereby granted an Absolute
Divorce from the Defendant, Doris G. Zimmerman; and

It is further ORDERED that the Marital Settlement Agreement
by and between the parties hereto, dated April 1, 1988 and filed
in this cause of action, be and it is hereby approved and incor-
porated into this Judgment of Absolute Divorce.

It is further ORDERED that the Plaintiff pay the costs of
these proceedings.

Raymond E. Beck, Sr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
MAY 2 4 13 PM '90
LARRY W. SHIPLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 1st day of April, 1988, by and between DORIS G. ZIMMERMAN, hereinafter called "Wife", and DAVID E. ZIMMERMAN, JR., hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Frederick County, Maryland on May 24, 1953.

The parties have begun living separate and apart as of March 30, 1988. That upon execution of this Marital Settlement Agreement, the parties recognize that their separation shall be voluntary.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on the date of execution of this Agreement.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

PL Exhibit No. 1

2. REAL ESTATE

a) The parties own as tenants by the entireties the improved real property known as 4508 Teeter Road, Taneytown, Maryland 21787, which has been occupied as the marital dwelling by the parties. The property is subject to a joint indebtedness of the parties secured by a lien of a mortgage held by the Federal Land Bank in the approximate present principal balance of \$119,000.00. Husband shall convey to Wife all his right, title and interest in this property as soon as practicable following the execution of this Marital Settlement Agreement.

b) The parties own as tenants by the entireties the improved real property known as 4506 Francis Scott Key Highway, Taneytown, Maryland 21787. Wife shall convey to husband all her right, title and interest in this property as soon as practicable following the execution of this Marital Settlement Agreement.

c) Wife shall pay all expenses incurred in connection with the transfer of the property known as 4508 Teeter Road, including the preparation of the Deed of Conveyance and Husband shall assume all expenses incurred in connection with the transfer of the 4506 Francis Scott Key Highway property, including the preparation of the Deed of Conveyance.

3. PERSONAL PROPERTY

The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in their present physical possession. Each of the parties transfers and assigns to the other all right, title and interest in and to the personal property above recited, free and clear of any and all claims of the other party.

4. BANK ACCOUNTS

Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names, except that effective April 1, 1988, Husband will transfer to Wife all his right, title and interest in the business checking account number 132667706, currently maintained at the Taneytown Bank and Trust Company. This provisions applies only to those bank accounts which have been fully and completely disclosed by the parties.

For purposes of disclosure only, the parties acknowledge that Husband has two savings accounts at the Taneytown Bank and Trust Company, account number 137763918 and

135-1949-27MMP, which accounts have an approximate combined principal balance of \$264,000.00.

The parties expressly warrant and represent that except for the bank accounts specifically disclosed in this paragraph or in Schedule A attached hereto, they have no other bank accounts titled individually or jointly or in which they have any other interest, legal or equitable.

5. MARITAL PROPERTY SETTLEMENT

It is agreed between the parties that Wife shall purchase all Husband's right, title and interest in the farming operation maintained by the parties at 4508 Teeter Road, Taneytown, Maryland 21787. Wife shall retain free and clear of any claim from Husband all assets specifically set forth on Schedule A in Wife's column, and Husband shall retain assets set forth on Schedule A in Husband's column free and clear of any claim from Wife. The bank account balances set forth on the Wife's column of assets shall be determined as of March 31, 1988.

From the total gross assets retained by Wife shall be subtracted an amount equal to the gross assets retained by Husband as identified on Schedule A. The sum of this calculation shall be known as the Net Asset figure. The Net Asset figure shall be adjusted by the following items:

- a) The principal balance of the mortgage to the Federal Land Bank of Baltimore as of March 31, 1988, shall be subtracted from the Net Asset figure.
- b) Thirty Thousand Dollars shall be subtracted from the Net Asset figure. This adjustment representing a partial credit to Wife for her prior inheritance.
- c) Any non-business expenditures from the checking account number 132667706 by Husband shall be subtracted from the Net Asset figure.
- d) Any ordinary or regular business expenses incurred by either party from the Net Asset figure prior to March 31, 1988 shall be subtracted from the Net Asset figure.
- e) Any non-business expenditures by Wife out of checking account number 132667706 shall be added to the Net Asset figure.
- f) A sum equal to the regular monthly milk check for the period ending March 31, 1988 shall be added to the Net Asset figure.

After the adjustments set forth in subparagraphs (a) through (f) have been applied to the Net Asset figure the resulting sum shall be divided by two (2) which shall equal the total sum due to Husband as the adjustment for the additional marital assets being retained by Wife. As soon as the sum due to Husband has been determined, Wife shall make arrangements to secure appropriate financing so that Husband can be paid within 90 days of the date of the Settlement Agreement or the date the Husband's total equity is determined, whichever is later. The sum due to Husband as determined above shall not bear any interest. Wife shall not be deemed in breach of this provision if settlement cannot occur within ninety (90) days due to circumstances beyond Wife's control. It is understood, however, that Wife and Husband shall make a good faith effort to promptly effect settlement and shall cooperate fully with the lender to insure a prompt settlement.

Accounting from April 1, 1988, Wife shall hold Husband harmless and indemnify him from any and all claims arising out of the farming business as a result of acts occurring on or after April 1, 1988.

6. DEBTS

Wife shall assume full responsibility for payment of the mortgage debt to the Federal Land Bank of Baltimore in the approximate principal balance of \$119,000.00 and shall hold Husband harmless for any and all claims arising out of this mortgage.

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

7. WAIVER OF ALIMONY

In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the

parties to live separate and apart, the provisions contained herein for the respective benefits of the parties and other good and valuable considerations, Husband and Wife hereby waive any claim against the other for alimony, support or maintenance, for himself or herself, past, present and future, and will make no claim for the same against the other.

8. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying. The parties agree, however, that this provision shall not apply to any assets which are not disclosed in this Agreement or the exhibits attached hereto.

9. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any

ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

10. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

11. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

12. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

13. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

14. DISCLOSURE

The parties acknowledge and agree that each has been afforded the opportunity to secure independent appraisals of the

assets set forth in this Agreement and the Schedules attached hereto. The parties further agree that all of the values attributable to the assets disclosed in this Agreement are fair and reasonable.

This Agreement is based upon the voluntary financial disclosure by each party to the other. Each party warrants that the voluntary financial disclosure to the other has been full and complete and agrees that any substantial failure to disclose can be asserted by the other party as a ground for a partial rescission of this agreement as it pertains directly to the non-disclosed asset.

The parties agree that any assets which are not disclosed pursuant to this Agreement or any assets which can be traced to non-disclosed assets shall be deemed marital assets. In the event that such assets are discovered, the Court shall adjust the equities of the parties in such assets by issuing a judgment against the non-disclosing party for an amount equal to one-half of the fair market value of the non-disclosed asset as of the date of the parties' divorce or the date of disclosure/discovery whichever date shall later occur.

15. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

17. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

William B. Galloway (SEAL)
WITNESS
DORIS G. ZIMMERMAN

Michael M. Galloway (SEAL)
WITNESS
DAVID E. ZIMMERMAN, JR.

STATE OF MARYLAND)
COUNTY OF Carroll TO WIT:

I HEREBY CERTIFY that on this 31st day of March, 1988, the above-named, DORIS G. ZIMMERMAN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

William B. Galloway
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF Carroll TO WIT:

I HEREBY CERTIFY that on this 1st day of April, 1988, the above-named DAVID E. ZIMMERMAN, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Michael M. Galloway
Notary Public
My Commission Expires: 7/1/90

ZIMMERMAN MARITAL SETTLEMENT AGREEMENT - SCHEDULE A1. DISTRIBUTION OF ASSETS

<u>Wife</u>		<u>Husband</u>	
Farm	350,000.00	House w/land	83,325.79
4508 Teeter Rd.		4506 Francis Scott	
Taneytown, MD		Key Highway	
		Taneytown, MD 21787	
		Liber 755, Folio 487	
Farm Equipment & related tools, etc.	118,780.00		
1975 Ford LTD	1,000.00	1980 Ford	3,500.00
1974 Ford 1-ton truck	3,500.00		
1981 Dodge Pickup	3,500.00		
Federal Land Bank Stock	6,600.00		
Atlantic Breeder Stock		Capital Milk Producers Stock	315,192.00
Series A	2.00	Less 1986 income tax directly attributed to stock	46,022.00
Series C	6.15	distribution	<i>DEZ</i> (32,804.57)
Series Y	10.69		
Series B	11.71	Agway Stock	<i>DEZ</i> 30.00
Sire Power Stock	150.30	Southern States Stock	100.00
Faye Wagner Debt	400.00	Faye Wagner Debt	400.00
Jane Younkis Debt (Total Debt \$13,200.00)	6,600.00	Jane Younkis Debt (Total Debt \$13,200.00)	6,600.00

ZIMMERMAN MARITAL SETTLEMENT AGREEMENT - SCHEDULE APAGE TWOBANK ACCOUNT BALANCES OF AS 3/31/88:

<u>Wife</u>		<u>Husband</u>	
Taneytown Bank Accounts:			
Money Market			
No. 135-1105-27			none
Checking			
No. 132764206			none
First National Bank:			
Savings Acct.			
No. 505-5212-9-21			none
Taneytown Bank & Trust Company			
Business Checking Account:			
#132667706			none
Farm Inventory (See Schedule B)	33,650.00		
Cows - 82 @ \$900 per cow	73,800.00		
Gross Assets to Wife		Gross Assets to Husband	

DEZ
DEZ

363,125.79
\$376,345.22

ZIMMERMAN MARITAL SETTLEMENT AGREEMENT
SCHEDULE B

FARM INVENTORY

Hay (approximately 6,500 bales)	\$10,000.00
Haylage and Corn Silage	15,000.00
Round Bales (66 tons @ \$110.00/ton)	7,260.00
Straw	900.00
Sawdust	60.00
Seed Corn	430.00
	<hr/>
	33,650.00

JOHN E. HRYCEK	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DARLENE A. HRYCEK	:	CARROLL COUNTY
Defendant	:	CASE NO. CV9461

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{7th} day of ~~April~~ ^{MAY}, 1990, that the Plaintiff, JOHN E. HRYCEK, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DARLENE A. HRYCEK; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 12, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her former married name, to wit, DARLENE ANN FISHER; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding including the Master's fee.

Robert K. Bury
JUDGE

Filed May 8, 1990

THIS AGREEMENT, made this 12th day of December, 1989
by and between John E. Hrycek, hereinafter called "Husband",
party of the first part, and Darlene A. Hrycek, hereinafter
called "Wife", party of the second part.

EXPLANATORY STATEMENT

1. The parties were married by a civil ceremony on
February 4, 1972 in Baltimore County, Maryland. No children have
been born to the parties as a result of this marriage, and none
are expected.

2. For causes arising prior hereto the parties are not now
living as man and wife. As a result thereof, on October 10, 1984,
the parties did mutually and voluntarily agree to live separate
and apart in separate places of abode without any cohabitation,
with the purpose and intent of ending their marriage. Without
waiving any ground for divorce which either of them may now or
hereafter have against the other, the parties deem it in their
best interest to enter into this Agreement to formalize their
voluntary separation; to settle their respective property,
personal, and marital rights; the right of the parties to
support, maintenance, and counsel fees; and all other matters
growing out of their marital relation.

3. Now, therefore, in consideration on the premises and
mutual covenants of each of the parties they do hereby covenant
and agree with each other and for their respective heirs,
personal representatives, and assigns as follows:

4. The parties have voluntarily agreed to separate and,
since October 10, 1984, they have lived separate and apart in

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m

separate places of abode without any cohabitation. Neither of the
parties shall interfere with nor molest the other, nor endeavor
in any way to exercise any marital control or right over the
other, nor to have any marital relations with the other, nor to
exert or demand any right to reside in the home of the other.
Each party shall be free to go his or her own respective way as
fully, and to the same extent, as if they had never been joined
in matrimony.

5. Each party forever waives unto the other any and all
rights to alimony and support and maintenance, by whatever name.
Each party understands that this is an irrevocable waiver of
alimony, support, and maintenance and that they have no right
whatsoever to have any court change, modify, or make different
provisions for alimony, support, and maintenance for either
party. The parties further expressly covenant and agree that
under no circumstances whatsoever will either of them hereafter
apply to any court for a modification of the waiver of alimony,
support, and maintenance as herein provided.

6. The parties own, as tenants by the entireties, the
property known as 711 Rolling Ridge Drive, Westminster, Maryland
21157. Said property is now being occupied as a dwelling by the
Wife. Said property is subject to the lien of a mortgage.

The parties agree that the Wife shall purchase the
interest of the husband in said property for the sum of Thirty
Thousand Dollars (\$30,000.00), payable within thirty (30) to
sixty (60) days of the execution of this Agreement, in

consideration of which the Husband shall convey to the wife all of his right, title and interest in and to said property, and shall execute any deed or other documents which are necessary for the conveyance of such right, title and interest. These documents shall all be prepared at the expense of Wife. Wife also agrees to refinance the existing mortgage at the time she is purchasing Husband's interest in said marital home so that the new mortgage shall be solely in Wife's name.

7. Both Husband and Wife are covered under their own medical and/or hospital insurance as of the date of execution of this Agreement and hereby agree that neither Husband nor Wife shall be obligated to pay for medical and/or hospital insurance for the other or for any related expenses incurred by the other that are not covered by said insurance.

8. Each party releases and waives unto the other any claim or right for a monetary award or judgment in accordance with the provisions of the Laws of Maryland, Annotated Code of Maryland, Family Law Article, Title 8, including, but not limited to, any and all pension rights to which either party may be entitled.

9. Each party releases and waives unto the other any claim or right to the other's pension plan, retirement fund, IRA, or similar such asset, that he or she might otherwise be entitled to pursuant to Laws of Maryland.

10. Husband and Wife warrant that neither of them has incurred any debt or obligation for which the other is or may become liable. Husband and Wife shall not in the future incur

any debt or obligation for which the other may become liable except as otherwise provided by this Agreement. Each party shall save the other free and harmless from any past or future debt or obligation.

11. Except as expressly provided herein, the Husband and Wife agree that all Marital Personal Property has been divided to the mutual satisfaction of the said Husband and Wife, and that any personalty in the possession of either party, including automobiles, furniture, tools and equipment as of the execution of this Agreement, shall remain in that respective party's possession, free and clear of any claim from the other party.

Specifically, the Wife will retain as her property absolutely all of the personal property located in the marital home known as 711 Rolling Ridge Drive, Westminster, Maryland 21157, and the Husband shall retain as his property absolutely all of the personal property located at 4785 Baptist Road, Taneytown, Maryland 21787.

12. Both Husband and Wife agree to file separate Federal and State Income Tax Returns for the year 1989.

13. Each of the parties shall pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present and future. The parties further agree to divide any court costs associated with the granting of a judgment of absolute divorce, including filing fees and Master

fees.

14. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender, and assign unto the other, his or her heirs, all personal causes of action which either of them may have against the other or against his or her property, whether arising out of their marriage or otherwise, including, but not limited to, any claim arising under the Annotated Code of Maryland, Courts and Judicial Proceedings Article 3-6a-01 through 3-6a-07, or any amendment thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties, or any future change in the status of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether such change results from legislative enactment or judicial pronouncement. And they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interests, and claim which said party might now have or which they may hereafter have, as husband or wife, to

the property, real or personal, that either of said parties may own or may hereinafter acquire, or in respect to which either of said party has or may hereafter have any right, title, claim, or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares, and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

15. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments, and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

16. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated into any decree of absolute or limited divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof

in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives, and assigns, agree that they will nevertheless abide and carry out all the provisions hereof.

17. This Agreement contains the final and entire understandings of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understanding, oral or written, other than those expressly set forth herein.

The parties hereto have been advised that they should have their own counsel and the Husband has availed himself of that right. The Wife has been advised and hereby acknowledges that her execution of this Agreement shall be on the advice of counsel. The Wife further acknowledges that this Agreement prepared by the Husband's counsel pursuant to the understanding between the parties hereto is agreed by and between her Husband and herself. Her execution is done freely and without coercion and there have been no threats, promises or inducements. The parties acknowledge each is thoroughly familiar with the means, assets, resources and net worth of the other and that each has made a complete disclosure to the others of these items, and that both parties are satisfied and do hereby acknowledge that the disclosure has been complete. Both parties have been advised that this Agreement is drawn in accordance with the provisions of the Laws of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals this day of , 1989:

Patricia C. B...
witness

John E. Hrycek (SEAL)
John E. Hrycek

Thelma Davidson
witness

Darlene A. Hrycek (SEAL)
Darlene A. Hrycek

STATE OF MARYLAND, CITY/COUNTY OF , to wit:

I HEREBY CERTIFY, that on this 27th day of November, 1989, before me a Notary Public, in and for the State and County aforesaid, personally appeared John E. Hrycek, and he made oath in due form of law that the matters and facts set forth in the foregoing AGREEMENT are true and correct as therein stated, and with reference to the mutual and voluntary Separation thereof, made oath in due form of law that the facts pertaining to the voluntary Separation are true, and he acknowledged said AGREEMENT to be his act and deed.

AS WITNESS, my Hand and Notarial Seal:

Patricia C. B...
Notary Public

My Commission Expires:

July 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF Carroll, to wit:

I HEREBY CERTIFY, that on this 12th day of December, 1989, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Darlene A. Hrycek and she made oath in due form of law that the matters and facts set forth in

the foregoing AGREEMENT are true and correct as therein stated, and with reference to the mutual and voluntary Separation thereof, made oath in due form of law that the facts pertaining to the voluntary Separation are true, and she acknowledged said AGREEMENT to be her act and deed.

AS WITNESS my Hand and Notarial Seal:

Gail Seal Davidson
Notary Public

My Commission Expires:

July, 1990



PETER J. TRINGALI, JR.	*	IN THE
PLAINTIFF/COUNTER	*	CIRCUIT COURT
DEFENDANT	*	FOR
VS	*	CARROLL COUNTY
CATHERINE G. TRINGALI	*	CIVIL CASE NO. 3746
DEFENDANT/COUNTER	*	
PLAINTIFF	*	

JUDGMENT OF DIVORCE

This cause standing ready for hearing is being duly submitted, the proceedings have come on for hearing on July 18 1988 through July 23, 1988, the parties having appeared with counsel, the Court having heard testimony and received exhibits, the Court having heard argument by counsel, the parties appearing again on April 19, 1990, providing current testimony, the proceedings then having been considered by the Court, it is thereupon this 3rd day of May, 1990 by the Circuit Court for Carroll County,

ORDERED, that the Plaintiff, Peter J. Tringali, Jr., is granted an absolute divorce from the Defendant, Catherine G. Tringali; and it is further

kl May 3, 1990

ORDERED, that the Counter-Complaint of Absolute Divorce, filed by the Defendant, shall be and hereby is DISMISSED; and it is further

ORDERED, that both parties be and hereby are DENIED alimony; and it is further

ORDERED, that the Plaintiff shall be given the care and custody of the minor child of the parties, Peter J. Tringali, III and the Defendant will be granted visitation with the minor child as follows:

The Defendant shall visit with the child on every other weekend commencing at 5:00 p.m. on Friday and shall continue until 8:00 p.m. on Sunday beginning with the first weekend following the date of this Order. Following the weekend on which the Plaintiff has the minor child Defendant shall be entitled to visit with the child starting at 4:00 p.m. on Wednesday and continuing until she drops him off at school on Thursday morning or to the Plaintiff on non-school days; during the summer the Defendant shall have four weeks with the minor child, the four weeks will be agreed upon between the parties by May 1st, each year (except 1990-May 25), and in the event that the parties cannot agree then the visitation for the summer will be the month of August for Defendant. That the Defendant will have the minor child on Mother's Day weekend; July 4, 1990; Thanksgiving weekend, 1990; New Year's Day, 1991; the Plaintiff shall have the minor child on Memorial Day weekend, 1990; Father's Day weekend; Labor Day weekend, 1990; Christmas, 1990; in 1991 the aforesaid holiday or special day schedule shall be reversed and shall be adhered to on a reverse basis every year thereafter except for Mother's Day and Father's Day whereon the minor child will be with his respective parent. Both parents shall have access to the minor child on his birthday regardless of summer visitation. On the weekend visitations Plaintiff is to take

the minor child to Defendant on Friday nights, and Defendant is to return the minor child to Plaintiff on Sunday nights,

and it is further

ORDERED, that the Defendant pay to the Plaintiff the sum of \$40.00 per week child support commencing on the date of this Order; and it is further

ORDERED, that if the Defendant accumulates support payment arrears for more than 30 days, she shall be subject to earnings withholding, that she is required to notify the Court within ten days of any change of address or employment so long as she is obligated to pay support in accordance with the Judgment of Divorce, and the failure to do so shall subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the marital property having been settled and implemented prior to the divorce except the Plaintiff shall return to the Defendant five (5) 1979 proof sets; one (1) 1978 proof set; one (1) Indian Head Penny; one (1) incomplete Mercury Dime Collection; and it is further

ORDERED, that the parties have entered into an agreement resolving all property issues including pension and retirement benefits except as provided above, and they have waived any

additional claim that they may have for a monetary award as an adjustment of the rights and equities that they have and to the marital property; and it is further

ORDERED, that as part of the property agreement each party agreed to dismiss, with prejudice, personal injury suits currently pending in the Circuit Court for Carroll County, and each party acknowledged their desire to have the criminal charges against the other dismissed and agreed to advise the State's Attorney of Carroll County of their desire to do so; and it is further

ORDERED, that both parties shall equally pay directly to Richard V. Boswell, Esquire, attorney for the minor child, the amount of \$825.00 for counsel fees; and it is further

ORDERED, that the parties shall each pay their own counsel fees; and it is further

ORDERED, that the Defendant shall provide medical insurance coverage for the benefit of the minor child of the parties; and it is further

ORDERED, that both parties shall equally pay any open costs of these proceedings.

All subject to the further Order of this Court.



Luke K. Burns, Jr.

Associate Judge

COPIES: Nancy M. Levin, Esq.

Joseph N. Karey, Esq.

BOOK 40 PAGE 625

IDA MAY GAVER : In the
Plaintiff : Circuit Court
vs : for
FRANKLIN EUGENE GAVER : Carroll County
Defendant : Case No. CV 7387

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court: WHEREUPON IT IS ORDERED THIS 11th day of May, Nineteen Hundred and Ninety, that the above-named Plaintiff, Ida May Gaver, be and she is hereby granted an Absolute Divorce from the Defendant, Franklin Eugene Gaver; and

It is further ADJUDGED and ORDERED that the Defendant, Franklin Eugene Gaver, be and he is hereby awarded the custody of Jennifer Lynn Gaver, the minor child of the parties hereto, with the right unto the Plaintiff, Ida May Gaver, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the issue of child support be and it is hereby reserved for future determination; and

It is further ORDERED that the name of the Plaintiff, Ida May Gaver, be and the same is hereby changed to Ida May Reed, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Raymond C. Beck Sr.
Judge

fd. May 11, 1990

BOOK 40 PAGE 626

NOVELLA M. BARKSDALE * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
LELAND TAYLOR BARKSDALE, JR. * CARROLL COUNTY
Defendant * CASE NO. CV7722

JUDGMENT OF DIVORCE

UPON hearing had and testimony taken, it is this 11th day of May, 1990, by the Circuit Court for Carroll County,

ORDERED that a Judgment of Absolute Divorce be granted unto the Plaintiff, Novella M. Barksdale, from the Defendant, Leland Taylor Barksdale, Jr., and it is further

ORDERED that the care, custody and control of the minor children of the parties hereto, namely Crystal Lee Barksdale, born June 11, 1973, and Leland Taylor Barksdale, III, born September 6, 1975, be and the same is hereby granted to the Plaintiff, Novella M. Barksdale, with the issue of visitation on the part of the Defendant with said minor children to be reserved for future resolution by either agreement of the parties or subsequent Order of Court; and it is further

ORDERED that the Defendant shall pay unto the Plaintiff as child support the sum of Forty Dollars (\$40.00) per week per child until each of said children either attains his or her majority, dies, becomes married, or is self-supporting, whichever shall first occur; and it is further

fd. May 11, 1990

ORDERED that the Defendant shall maintain medical health insurance policies with coverage for both of the minor children mentioned herein until each such child shall attain the age of eighteen (18) years, with the cost of said insurance coverage for said children to be equally divided by the Plaintiff and the Defendant; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties, dated May 9, 1990, be and the same are hereby incorporated but not merged into this Judgment of Divorce; and it is further

ORDERED that both parties be denied alimony by virtue of their express waiver thereof; and it is further

ORDERED that:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the Defendant pay any open costs of these proceedings.

R. J. R. A.
J U D G E

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 9th day of May, 1990, by and between LELAND TAYLOR BARKSDALE, JR., of Carroll County, State of Maryland, hereinafter called "Husband," and NOVELLA MAE BARKSDALE, of Carroll County, State of Maryland, hereinafter called "Wife."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 8, 1975, in Carroll County, Maryland. Two (2) children were born to them as a result of their marriage, namely, CRYSTAL LEE BARKSDALE, born June 11, 1973, and LELAND TAYLOR BARKSDALE, III, born September 6, 1975, hereinafter referred to as Children. Differences have arisen between the parties and they are now and have been since July 5, 1989, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties



of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or con-

venient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY, VISITATION AND SUPPORT.

A. Wife shall have the care and custody of the parties' minor Children. Neither party shall come to the premises of the other for visitation without a prior telephone call or otherwise making prior arrangements. Husband and Wife shall keep the other advised of any changes of residence, addresses, and telephone numbers.

B. Husband shall pay to Wife, for support and maintenance of the Children the sum of Forty Dollars (\$40.00) per week per Child, until the first to occur of any of the following events with respect to each of the Children, individually: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

4. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. However, to insure payment of an outstanding car payment due and payable on the Wife's 1988 Chevrolet Beretta, the parties agree that Husband shall pay to Wife, as alimony, the sum of \$286.00 per month until such time as said balance due and owing on said motor vehicle loan is fully paid and satisfied. After such payment is fully paid and satisfied, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

5. INSURANCE.

Health Insurance. Husband agrees to maintain medical health insurance policies with coverage for the Children until the youngest has attained the age of eighteen (18) years.

Husband shall provide Wife with proof of such insurance, so that can obtain the benefits thereof without the intervention of the Husband. Husband shall hold and save Wife harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify her from any liability therefor. Additionally, Husband agrees and covenants that he shall pay one-half ($\frac{1}{2}$) of all expenses not covered by insurance, which shall include but not be limited to dental, orthodontic, psychological, psychiatric, rehabilitative, therapeutic and/or custodial expenses necessary for the Children during the period he shall maintain health insurance coverage on said Children. Wife shall reimburse Husband for one-half of the cost he pays for insurance coverage for the children.

6. REAL PROPERTY. The parties own, as tenants by the entireties, improved premises in Carroll County known as 4324 White Oak Court, Hampstead, Maryland 21074, hereinafter called the "Home." Said land and premises is subject to a Deed of Trust to Rouse Real Estate, Inc., executed by both of the parties hereto having a monthly payment of principal and interest of \$421.03, together with appropriate escrows for taxes and insurance. The parties agree, in consideration of the terms of this agreement, that Husband shall transfer to Wife all of his right, title, estate and interest in and to said real property, free and clear of any claims or liens other than the aforementioned Deed of Trust. The parties agree that Wife will assume full payment of said Deed of Trust upon execution of a deed of conveyance conveying the Husband's interest in said real property to the Wife, and that she will hold harmless and indemnify Husband from any and all payments due in the future on said Deed

of Trust. The parties further acknowledge that this agreement is not contingent upon the ability of Wife to deliver for the benefit of Husband any partial release, covenant not to sue, or other instrument releasing him from personal liability toward the payment of the aforesaid Deed of Trust.

7. DEBTS. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

8. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the

other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either

party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

10. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

11. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

12. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

13. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by

written agreement duly executed by each of the parties after the date of the reconciliation.

14. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

15. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

16. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

17. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

George E. Billings Leland Taylor Barksdale (SEAL)
LELAND TAYLOR BARKSDALE
Novella Mae Barksdale (SEAL)
NOVELLA MAE BARKSDALE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of May, 1990, the above-named LELAND TAYLOR BARKSDALE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

David M. Bowser
Notary Public

My Commission Expires: July 1, 1990.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of May, 1990, the above named NOVELLA MAE BARKSDALE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



David M. Bowser
Notary Public

My Commission Expires: July 1, 1990.

NANCY LOU LINTON

PLAINTIFF

VS

DAVID LEROY LINTON

DEFENDANT

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

CIVIL CASE NO. 1879

JUDGMENT OF ABSOLUTE DIVORCE

Pursuant to the attendant Memorandum Opinion, it is this 15th day of May, 1990 by the Circuit Court for Carroll County

ORDERED, that the Plaintiff, Nancy Lou Linton, be and hereby is granted an absolute divorce from the Defendant, David Leroy Linton, Sr.; and it is further

ORDERED, that the Defendant, David Leroy Linton, Sr. shall pay to the Plaintiff, Nancy Lou Linton alimony as follows:

- (1) From the date of this Order to December 31, 1992 \$200 per week, except that he shall continue to pay \$500 per week until the \$6200 arrearage has been satisfied;
- (2) From January 1, 1993 to December 31, 1993--\$100 per week;

and it is further

for May 15, 1990
- 1 -

ORDERED, that the Court shall reserve determination of all remaining marital property issues for a period of 90 days from the date of this Order;

All subject to the further Order of this Court.

Luke K. Burns, Jr.

Luke K. Burns, Jr.
Associate Judge

COPIES: William O'B. Finch, Esq.
Leslie Leader, Esq.

NANCY LOU LINTON	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS	*	FOR
DAVID LEROY LINTON	*	CARROLL COUNTY
DEFENDANT	*	CIVIL CASE NO. 1879

MEMORANDUM OPINION AND ORDER

The parties are before the Court on Plaintiff's Complaint and Supplemental Complaint for Absolute Divorce. Trial in this matter was held February 15-16, 1990. The Court requested and received written closing arguments and memoranda from counsel. The case was then held sub-curia.

The issues before the Court are divorce, alimony, marital property valuations, counsel fees, litigation costs, court costs, and Defendant's claim for contribution from Plaintiff for certain expenditures. The Court, at this time, shall reserve determination on all issues except divorce and alimony.

I. Divorce

The Court heard testimony, which was corroborated, that the parties separated on July 25, 1985. In accordance with the Supplemental Complaint for Absolute Divorce, the Court will grant the Plaintiff, Nancy Lou Linton an absolute divorce from the

for May 15, 1990

Defendant, David Leroy Linton, Sr. on the basis of a two year separation.

II. Alimony

Pursuant to Section 11-106 of The Family Law Article of the Annotated Code of Maryland, the Court considers all of the factors required.

- (1) We are aware from the testimony that the Plaintiff is attempting to become self-supporting.
- (2) The Plaintiff will require at least two years to complete beauty school and then begin to build a clientele.
- (3) The Court heard extensive testimony on the standard of living established by the parties during the marriage and has reviewed that testimony again.
- (4) At this time the parties have been married almost thirty years.
- (5) The Court has considered what both parties contributed to this marriage and especially the family business--monetary and nonmonetary.
- (6) For this factor, we must consider all the testimony received as to what motivated the Plaintiff to leave the marital home.
- (7) The age of the parties was testified to, the Plaintiff being forty-seven and the Defendant fifty-one.
- (8) According to testimony, both parties are in moderately good health, including that Plaintiff's health has improved since the separation.
- (9) The Court is aware of the Defendant's ability to pay the Plaintiff alimony as he has been doing so since this Court's

Order of June 27, 1989 and has the financial resources to do so.

- (10) There is no agreement between the parties.
- (11) We have considered all of the financial status testimony received and the various obligations and limitations of each party.

As a result of the above considerations the Court shall award Plaintiff, Nancy Lou Linton, rehabilitative alimony. The award is as follows:

- (1) \$200 per week from the date of this Order to December 31, 1992. (However, Defendant, David Leroy Linton, Sr. shall be required to pay \$500 per week until the arrearage has been satisfied. The parties stipulated that the arrearage, at the time of the trial, was \$6200.
- (2) Beginning January 1, 1993 to December 31, 1993 the Defendant shall pay Plaintiff \$100 per week.

The Court shall rule on all remaining issues within 90 days of this Order.

Luke K. Burns, Jr.

Luke K. Burns, Jr.

Associate Judge

COPIES: William O'B. Finch, Jr., Esq.
Leslie M. Leader, Esq.

GAIL B. LAWRENCE * IN THE CIRCUIT COURT
 Plaintiff/Cross Defendant
 vs * FOR CARROLL COUNTY
 BRADFORD H. LAWRENCE * CASE #: CV-7404
 Defendant/Cross Plaintiff

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered:

It is thereupon this 16th day of May, 1990, by the Circuit Court for Carroll County, **ADJUDGED, ORDERED AND DECREED**, that the above Defendant/Cross-Plaintiff, **BRADFORD H. LAWRENCE**, be and he is hereby awarded an **ABSOLUTE DIVORCE** from the Plaintiff/Cross-Defendant, **GAIL B. LAWRENCE**: and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that the Agreement between the parties dated the 9th day of April, 1990, filed in these proceedings is hereby approved and by reference made a part of and incorporated in this Decree to the extent of the jurisdiction of the Court, but not merged herein, as if fully set forth herein and the parties shall abide by and perform in accordance with it's terms; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that the Defendant/Cross-Plaintiff, **BRADFORD H. LAWRENCE**, pay the cost of these proceedings.

Raymond E. Beck Sr.
 JUDGE

1 Filed May 14, 1990

APPROVED AS TO FORM AND CONTENT:

Toby Lee Brehm
 TOBEY LEE BREHM
 Attorney for Plaintiff-Cross
 Defendant

Millard D. Bloom
 MILLARD D. BLOOM
 Attorney for Defendant-Cross
 Plaintiff



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SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of April, 1990, by and between BRADFORD H. LAWRENCE, of the County of Carroll, State of Maryland, hereinafter referred to as "Husband", party of the first part, and GAIL B. LAWRENCE, of the County of Carroll, State of Maryland, hereinafter referred to as "Wife", party of the second part.

EXPLANATORY STATEMENT

WHEREAS, the parties were married on July 19, 1980, in the State of Maryland by religious ceremony.

WHEREAS, no children were born of this marriage.

WHEREAS, on the 1st day of November, 1988, the parties hereto had mutually and voluntarily agreed to live separate and apart at separate places of abode without any cohabitation. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle and determine their respective property rights, the rights of the Husband and Wife.

NOW THEREFORE, in consideration of the premises and mutual covenants of each of the parties, they do hereby covenant and agree with each other, and for their respective heirs, personal representatives and assigns, as follows:

1. Reservation of Grounds: Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them

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may now or hereafter have against the other, the same being hereby expressly reserved.

2. Non-Interference: The parties have voluntarily agreed to live separate and apart in separate places of abode without any cohabitation. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or have any material relations with the other or to exert or demand any right to reside in the home of the other; each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Alimony: The Husband and Wife, both having been fully advised of their rights and responsibilities hereby expressly waives their right to alimony and support for themselves, past, present, and future, it having been explained to them that by the execution of this Agreement they may never in the future make any claim for alimony or support for each against the other.

4. Personal Property: The Husband and Wife agree that all personal property shall be divided in accordance with "Schedule A" - Wife's Property and "Schedule B" - Husband's Property. All future acquisitions of personal property shall become the property of the person so acquiring without any claims or right on the other spouse.

5. Debts: The Husband and Wife agree to be responsible for his/her debts incurred during the marriage and further agree not to pledge each other's credit in the future.

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6. **Pension Waivers:** The parties have been fully informed by each to each other of the value of the pension plans at their respective places of employment. The Husband and Wife therefore waive any right, claim, title or interest to the others pension plan or IRA.

7. **Counsel Fees:** The Husband and Wife agree that the Husband shall be responsible for the payment for the attorneys fees connected with preparation and consultation of this Agreement. All future attorneys fees shall be borne by each party and neither will be required to make any contribution towards the reasonable counsel fees of the other individual, whether it be for the enforcement of this Agreement or for the obtainment of a divorce. Therefore, each party shall be responsible for their own counsel fees and any Court Costs or Master's fees shall be the responsibility of the one who moves for the divorce.

8. **Estate Waivers:** Except for the right, which each of the parties hereby respectively reserves to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or

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personal, that either of said parties may own or may hereafter acquire, or in respect of which said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. **Representation by Counsel:** Each of the parties hereto have been explained that they are entitled to engage independent counsel for the purpose of consultation and review of this Agreement. The parties fully realize the terms and conditions of this Agreement and hereby waive the right to representation by independent counsel, believing it to be fair, adequate and reasonable as to each of them, and freely and voluntarily accept such terms, conditions and provisions as are incorporated herein. The parties further agree that in the future, if either elects to file an action to attack the enforceability of this Agreement, the fact that they have not been represented by independent counsel shall not be used as the offense or bar to the enforcement of said Agreement.

10. **Real Estate:**

A. Husband and Wife own as tenants by the entireties, fee simple property, situated in Carroll County, known as 890

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Sondia Drive, Westminster, Maryland 21157. That the parties have agreed that the Wife will buy the Husband's interests in the fee simple property in the amount of Seventy Three Thousand Six Hundred Dollars (\$73,600.00), with the understanding that Wife will apply for financing no later than June 16, 1990. Further understood that the Order of Court dated 12/20/88, shall ~~be~~ ^{be} incorporated in this Agreement; requiring the Husband to pay \$489.50, one half of the monthly mortgage payment until the fee simple property is sold or purchased by the wife.

B. In the event the Wife has not applied for financing by June 17, 1990, or her application for financing is denied, the property will be listed with a real estate company for immediate sale.

C. The approval of financing to the wife must be accomplished by August 31, 1990, and in the event that Wife has not obtained financing by aforesaid date, the property will be listed with a real estate agent for immediate sale.

D. In the event the house is placed with a realtor for sale, the listed price will be Two Hundred Fifty ~~Two~~ ^{Three} Thousand Nine Hundred Dollars ~~(\$252,900.00)~~ ^{\$253,900.00}. After the expiration of forty five (45) days from the date of the listing contract, the parties agree to reduce the price of the property to Two Hundred Forty Eight Thousand Nine Hundred Dollars (\$248,900.00).

E. The parties agree that the sale of the house is subject to the following contingencies:

1. A "For Sale" sign shall not be posted on the premises.

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2. The property will be shown only by appointment.

F. It is further agreed that the net proceeds of the sale will be divided equally between Husband and Wife.

G. Wife has absolute right to exercise her option to purchase Husband's interests in property during the listing period of the property at a mutually agreed price providing a contract is not pending with a third party purchaser. Any commission due to realtor shall be divided equally between Husband and Wife.

H. The cost to wife for the purchase of Husband's interests in the property will be determined as follows: the appraisal or current listed price whichever is less minus the outstanding mortgage balance, and closing costs ^{AND} of realtor's commissions divided by one-half.

I. Husband to pay unto Wife the sum of Four Thousand One Hundred Dollars (\$4,100.00) at the time of settlement for monies owed by their respective agreement.

J. All taxes, insurance premiums and maintenance expenses will be divided by the parties until sale and settlement of the property.

11. **Situs:** This Agreement is made and executed in the State of Maryland, and the validity, construction, meaning and affect thereof shall be governed and determined by the laws of the State of Maryland.

12. **Binding Effect:** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives and assigns.

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13. **Further Assurances:** The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement or to release any dower or other right in any property which either of said parties may not own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

14. **Incorporation of Agreement:** With the approval of any Court of competent jurisdiction in which any divorce proceedings may be now pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision hereof into said decree, then in that event, the parties for themselves and their respective heirs, abide by and carry out all the provisions hereof. It is further agreed that regardless of whether said Agreement or any part hereof is incorporated in any such decree, the same shall be merged in said decree and said Agreement and all of the terms hereof shall continue to be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

15. **Abrogation:** It is specifically agreed that this Separation and Property Settlement Agreement can only be cancelled or abrogated by the parties hereto freely and voluntarily entering into a written Agreement under seal to

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cancel and set aside the provisions of this Agreement and it is specifically understood and agreed that any cohabitation between the parties, including but not only a reconciliation and a full resumption of living together as Husband and Wife shall not act to set aside or abrogate the provisions of this Agreement.

16. **Mutual Release:** Except for any ground for divorce which either party may have against the other, and except for the rights provided in this Agreement, the parties, for themselves and for their respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives, and assigns all rights pursuant to Maryland Code, Family Law Article, Section 8-201 through 9-213 and all right, title, and interest which he or she might now have or hereafter have as Husband or Wife, widow or widower, next-of-kin, successor or otherwise, in and to any property of the other, real or personal, whether now owned or hereafter acquired, against such other, or any part thereof including, but not limited to, rights arising out of acts, contracts, engagements or liabilities of such other by way of dower or curtesy, statutory thirds, halves or legal shares of claims in the nature of dower or curtesy or widow's or widower's rights, or under intestate laws, or the right to take against the spouse's Will or the right to treat a lifetime conveyance by the other as testamentary or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be pos-

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sessed at the time of his or her death or any rights to receive any legal right or interest whatsoever or all other rights of a surviving spouse to participate in or administer a deceased spouse's Estate, whether arising under the laws of Maryland or any state, commonwealth or territory of the United States or

any other country. Notwithstanding any provision contained in this paragraph to the contrary, either party may be Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will as the testator or testatrix may deem desirable, and the provisions of this Paragraph shall not preclude the survivor or his or her personal representative from his or her entitlement to the bequest and/or devise specified in the Last Will and Testament.

Except as otherwise provided in this Agreement, each of the parties hereby expressly waives any legal right either may have under any federal or state law as a spouse to participate as a payee or beneficiary under any interest the other may have in any pension plan, profit sharing plan or any other form of retirement or deferred income plan, including but not limited to, the right either of them may have to receive any benefits in the form of a lump sum death benefit, joint and survivor annuity or preretirement survivor annuity and each of the parties hereby expressly consents to any election made by the other, now or in the future, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan.

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SCHEDULE "A"

WIFE'S PROPERTY

Living Room and Dining Room drapes *
All blinds*
Garment Bags
2 metal 3 tier shelves
Folding table
Calculator
Double bed/mattress
Freezer
1986 Dodge Caravan
Dining Room table/hutch
Grandfather clock
Waterbed/brass head and foot boards
Woman's dresser
Man's dresser
Flowered chair
TV and VCR
Stereo speakers (JBL)
Nestled tables
Microwave oven and cart
Patio table/chairs
Burgandy floor lamp
Vacuum cleaner/rug shampooer
Linens
Kitchen accessories/kitchen table and 2 chairs
Humidifier
Clothes washer/dryer
Refrigerator
Gas grill
Weedwacker
Gympack
Picture (watercolor)
1 bicycle
Typewriter
Burgandy rocker
1 brass bedroom lamp
Orange plaid loveseat
Misc. garden tool (some)
Brown plaid recliner
Bedroom drapes
Wheelbarrow/fertilizer

* Wife to keep these items if she buys out husband's interest in the house. If the house is listed with a broker for sale, these items will not be initially included on the listing, but may be included later on through mutual agreement as an inducement to potential buyer.

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SCHEDULE "B"

HUSBAND'S PROPERTY

School Clock
Orange Plaid Sofa
Brown Recliner
Blue Wingback Chair
Wooden Rocker
Turntable
TV Tables
Brass Floor Lamp
1 Brass Bedroom Lamp
Kitchen Hanging Lamp
Kerosene Heater
Propane Gas Heater
Picture (Hasegawa Print)
1 Bicycle
Woodworking Manuals/Electrical and Plumbing Manuals
Miscellaneous Garden Tools (some)
Miscellaneous Hardware and Tools
Automotive Tools
Shop-VAC
Metal File Cabinet
3 Long guns and Accessories
Gun Cabinet
All Woodworking tools/Accessories in wife's possession.
Wooden Storage Cabinet
Shopsmith/Accessories
Bandsaw
Woodworking Bench
Server
Stereo Speakers (Bozak) and Receiver
Cream Colored Dresser
1981 Mazda
1986 Dodge Pick-up Truck
Browning .22 cal. pistol

5/2/88

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IN WITNESS WHEREOF, the parties hereto have
hereunto subscribed their names and affixed their seals to this
Agreement on the day and year first above written.

Kim L. Sauer
WITNESS

Bradford H. Lawrence (SEAL)
BRADFORD H. LAWRENCE

Kim L. Sauer
WITNESS

Gail B. Lawrence (SEAL)
GAIL B. LAWRENCE

STATE OF MARYLAND COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of April, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, State of Maryland, aforesaid, personally appeared GAIL B. LAWRENCE, who, after being duly sworn on oath, solemnly declared and affirmed that she and her Husband, BRADFORD H. LAWRENCE, have mutually and voluntarily agreed to live separate and apart, and did in fact separate, and under the penalties of perjury that the contents of the foregoing Agreement are true and correct, and that the execution of same was her own act and deed.

AS WITNESS. my hand and Notarial Seal.

Kimberly Anne Sauer
NOTARY PUBLIC
My commission expires: 7/1/90

State of Maryland
County of Howard to wit:

THIS CERTIFIES that, on this 9th day of April 1990, before the subscriber, a Notary Public, of the State of Maryland, appeared Bradford H. Lawrence, and made oath in due form of law that the abovefacts are true and acknowledged that act to be his own.

Kimberly Anne Sauer
NOTARY PUBLIC
My commission expires: 7/1/90

MICHAEL CORBIN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PATRICIA L. CORBIN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8142

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of April, 1990, that the Plaintiff, MICHAEL LAWRENCE CORBIN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATRICIA LYNN CORBIN; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, namely, WILLIAM JENNINGS CORBIN (born September 26, 1985) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Six Hundred Dollars (\$600.00) per month, said payments being subject to the further Order of this Court and subject to the following provisions of law:

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CIRCUIT COURT
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(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 16, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, made this 16 day of July, 1988, by and between MICHAEL LAWRENCE CORBIN, hereinafter referred to as "Husband," and PATRICIA LYNN CORBIN, hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on August 29, 1981, and ever since then they have been and are now Husband and Wife; and

WHEREAS, one child was born to the parties as a result of this marriage, to wit, WILLIAM JENNINGS CORBIN, age 2, born September 26, 1985 ; and

WHEREAS, irreconcilable differences have arisen between the Husband and Wife, and as a consequence thereof, they have voluntarily agreed to separate following the execution of this Agreement, and do hereby declare that it is their mutual and voluntary intent to continue thereafter to reside separate and apart; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purposes of confirming that they have voluntarily agreed to separate, and that they have provided for the disposition of the property rights of each; and

WHEREAS, the parties hereto have agreed upon a settlement of all questions of alimony, pendente lite, permanent alimony, maintenance and support, counsel fees, dower, property to be received in lieu of dower, the rights of either party in the property or estate of the other, in property presently held or property formerly held by either

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of them or by both of them jointly as tenants in common or tenants in entirety, or in any manner as Husband and Wife, or otherwise, or in any property or estate hereafter to be held by either of them, as well as all questions concerning property rights of every kind or character that have accrued or may accrue to either of them by reason of their marital relationship; it being the intention hereof that the following shall be effective from the date of this Agreement, whether or not a Bill of Divorce is filed by either party against the other; and

WHEREAS, each of the parties hereto hereby represents that they have given full and mature thought to the making of this Agreement, and to all of the obligations contained herein, and that each of the parties understands that the agreements and obligations herein are assumed in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other by virtue of their marital relationship;

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein expressed, Husband and Wife agree as follows:

1. SEPARATION

A. The parties agree that following the execution of this agreement the Wife shall move out of the marital home as soon as it is reasonably possible for her to do so. The parties hereby mutually and voluntarily agree to thereafter live separate and apart with the express intent on terminating their marriage. The parties agree that each shall be free from interference, authority, direction and

control of the other, as if he or she were sole and unmarried; and each may conduct, carry on and engage in any activity, or course of conduct, employment, business, trade or profession which to him or her shall seem advisable, free from any control, restraint, authority, direction or interference, direct or indirect, by the other party in all respects as if each were sole and unmarried.

B. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise.

2. MUTUAL WAIVER OF ALIMONY

A. It is the mutual desire of the parties hereafter that they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

B. The parties expressly covenant and agree, pursuant to Section 8-103, Family Law Article, Maryland Annotated Code, that no Court shall have the power to modify this Agreement with respect to alimony, support or maintenance of either spouse.

3. CHILD CUSTODY AND VISITATION

The Wife shall have the care and custody of the minor child

of the parties, with the right and privilege of the Husband to visit and have the children with him at all reasonable times and places. The Husband shall have visitation rights with the minor child a minimum of every other weekend, every other Christmas, and every other birthday of the child.

4. CHILD SUPPORT

The Husband shall pay to the Wife, for the support and maintenance of the child, the sum of Six Hundred Dollars per month, until the first to occur of any of the following events with respect to the child; (1) the death of the child or Husband or (2) the child's arrival at the age of 18 years or completion of his education, whichever of these two events shall be the last to occur. The Husband's payments under this Paragraph 4 shall be due on the first of each month.

5. TAX DEDUCTION

So long as Husband complies with the provisions of Paragraph '4' herein, in regard to the payment of child support, he shall have the right to claim the child as his dependent on his income tax returns, and Wife agrees not to declare the child as her dependent on her income tax returns. The Wife hereby agrees to execute any waiver required to carry out the intention of this Paragraph.

6. MEDICAL INSURANCE

A. Husband agrees to purchase or continue to keep the child covered with medical insurance for so long as he is obligated to pay child support under Paragraph '4' herein. Any medical and

dental costs not covered by the aforesaid health insurance provided by the Husband, shall be shared equally by the Husband and Wife.

B. Husband agrees to purchase or continue to keep the Wife covered with medical insurance for so long as they remain married to each other.

7. MARITAL HOME

The parties own as tenants by the entireties, improved premises known as 941 Fannie Dorsey Road, Sykesville, Maryland 21784 (the "Home"). The Home is subject to a lien of mortgage. The Husband shall have the exclusive right to occupy the Home. So long as the Husband continues to occupy the Home in accordance herewith, he shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, the cost of pest control, and the cost of all repairs and improvements. Husband shall hold and save the Wife harmless from the expenses which he covenants to pay herein, and shall indemnify the Wife from any liability therefor. One year following the date of the separation of the parties, or upon the earlier desire of the Husband to sell the Home, the parties shall sell the Home either directly or through a broker of their choice, at a price agreed upon by the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their counsel. Husband may continue to occupy the Home until the closing. The parties shall execute any contract to make a sale of the Home and any deed and/or other document necessary to consummate

the sale under contract and in accordance with this Paragraph. Upon the sale of the Home in accordance herewith, the net proceeds of said sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (1) any broker's commissions and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, and (3) the principal, accrued interest and any prepayment penalty due on the mortgage.

8. AUTOMOBILE TRANSFER

A. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1986 Nissan Sentra automobile, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for the said automobile in her name alone. The Wife hereby agrees to indemnify and hold harmless the Husband against any liability for any and all costs associated with the purchase, maintenance and insurance of the said automobile. The Wife further covenants and agrees to hold and save the Husband harmless from any damage resulting, past, present, or future, from the operation of the said automobile.

B. The Wife hereby transfers and assigns to the Husband all of her right, title and interest in and to the 1978 Ford Pickup Truck, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for the said automobile in his name alone. The Husband hereby agrees to indemnify and hold harmless the Wife against any liability for any and all costs associated with the purchase, maintenance and insurance of the

said automobile. The Husband further covenants and agrees to hold and save the Wife harmless from any damage resulting, past, present, or future, from the operation of the said automobile.

9. DIVISION OF PROPERTY

Prior to the execution of this Agreement, the parties divided up their property. Except to the extent otherwise provided in this Agreement, henceforth, each of the parties shall own, have and enjoy, independently of any claim or right of the other party, all items of property, real, personal and mixed, of every kind, nature and description, and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectively, in all respects and for all purposes, as if he or she were sole and unmarried.

10. OUTSTANDING BILLS

The Husband agrees to pay the parties' Home Equity Loan, and shall hold the Wife harmless and indemnify her from any and all liability for this debt. Except as otherwise provided in this Agreement, the parties acknowledge that there are no other outstanding joint debts. Each shall be individually responsible for all debts in his or her own respective names.

11. HUSBAND AND WIFE EXPENSES

A. The Wife hereby expressly covenants and agrees that upon and after the signing of this Agreement, she will not incur any debts or liabilities on account of the Husband, and that she will not pledge his credit or incur any obligation in his name or their joint names, and that she will hold and save the Husband harmless from any

such debts, obligations or liabilities, incurred or assumed by her hereafter.

B. The Husband hereby expressly covenants and agrees that upon and after the signing of this Agreement, he will not incur any debts or liabilities on account of the Wife, and that he will not pledge her credit or incur any obligation in her name or their joint names, and that he will hold and save the Wife harmless from any such debts, obligations or liabilities, incurred or assumed by him hereafter.

12. RELINQUISHMENT AND RELEASES

A. Except as herein to the contrary provided, each party releases and relinquishes any and all claims and rights that he or she may now have or may hereafter acquire, to share in any capacity or to any extent whatsoever in the estate of the other, whether by way of statutory allowance, distribution in intestacy, or election to take against or under the other party's Last Will and Testament, or otherwise, and to act as executor, administrator or personal representative of the other party's estate, or to act in regard to the probate of the other party's Last Will and Testament in any manner whatsoever.

B. Except as herein to the contrary provided, the parties hereto shall and do hereby mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law or in equity, which either of them ever had, now has or may hereafter have against the other, upon or by reason of any matter, cause or thing up to the date

of the execution of this Agreement, it being the intention of the parties hereto that henceforth, there shall be, as between them, only such rights and obligations as are specifically provided in this Agreement.

13. FUTURE DIVORCE

It is further stipulated and agreed by the parties hereto, that this Agreement may be introduced into evidence by either of them in any cause of divorce, and may be submitted to the Court in such cause for ratification and approval, and neither party hereto objects, or will object, to the incorporation of this Agreement in any divorce decree, but it shall not be merged therein.

14. ADDITIONAL INSTRUMENTS

Each of the parties agree to execute promptly upon request, and except to the extent otherwise herein provided, at the expense of the requesting party, any and all instruments necessary to give effect to any portion of this Agreement.

15. FULL DISCLOSURE AND ADVICE

Each party hereto declares that he or she has had independent advice by counsel of his or her own selection, or has knowingly and willfully declined to obtain such advice; and that each fully understands the facts and have been fully informed or is knowledgeable of all legal rights and liabilities; that each has full knowledge, each believes the Agreement to be fair, just and reasonable; and each signs this Agreement fully, freely and voluntarily.

16. COUNSEL FEES

The Husband hereby agrees to pay of the costs, including attorney's fees, associated with the drafting of this Agreement. The Husband further agrees that if a divorce proceeding is brought by either party against the other, and said proceeding is not contested, the Husband shall pay all court costs, master's fees, and attorney's fees associated with said divorce.

17. GENERAL PROVISIONS

A. This Agreement constitutes the entire understanding of the parties, and no modification or waiver of its terms shall be valid unless in writing and signed by the parties with the same formalities as this Agreement.

B. No waiver, breach or default shall be deemed a waiver of any subsequent breach or default.

C. This Agreement shall be executed in quadruplicate, and any of which copies may be taken and used for all purposes as the original, without the necessity of accounting for the other copies.

D. This Agreement shall be governed by the Laws of the State of Maryland, and if any provisions of this Agreement are held to be invalid or not enforceable under the law, the other provisions will nevertheless continue in full force and effect.

E. Except as otherwise stated herein, all provisions of this Agreement shall be binding upon the respective parties, their heirs, personal representatives and assigns.

F. The captions herein are inserted only for the convenience of reference, and in no way define, limit or describe the scope or intent of this Agreement, or any particular paragraph or

section thereof, nor the proper construction thereof.

G. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, agrees to release all claims, demands and interests arising under Title 8, Subtitle 2, of the Family Law Article, Maryland Annotated Code (1984), including but not limited to any claims to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

IN WITNESS WHEREOF, the Husband and Wife have hereunto affixed their signatures and seals at the places and on the dates mentioned in the following notary certificates, but the Agreement shall be considered fully executed and dated on the date and year first above written.

WITNESS:

Elaine L. Dwyer *Patricia A. Corbin*
PATRICIA LYNN CORBIN (SEAL)
Elaine L. Dwyer *Michael L. Corbin*
MICHAEL LAWRENCE CORBIN (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF Howard, to wit:

The undersigned, a Notary Public in and for the State and County aforesaid, hereby certifies that PATRICIA LYNN CORBIN appeared before me, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and acknowledged that the said Agreement is in fact her act and deed, and that she has full understanding thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 16 day of July, 1988.

Cathy L. Cook
NOTARY PUBLIC

My Commission Expires:
CATHY L. COOK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF Howard, to wit:

The undersigned, a Notary Public in and for the State and County aforesaid, hereby certifies that MICHAEL LAWRENCE CORBIN appeared before me, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and acknowledged that the said Agreement is in fact his act and deed, and that he has full understanding thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 16 day of July, 1988.

CATHY L. COOK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

My Commission Expires:

Cathy L. Cook
NOTARY PUBLIC

THOMAS WILLIAM FELLOWS	:	In the
Plaintiff	:	Circuit Court
vs	:	for
CAROLE EMILIE METZ FELLOWS	:	Carroll County
Defendant	:	Case No. CV 8200

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of MAY, Nineteen Hundred and Ninety, that the above-named Plaintiff, Thomas William Fellows, be and he is hereby granted an Absolute Divorce from the Defendant, Carole Emilie Metz Fellows; and

It is further ORDERED that the Property Settlement Agreement by and between the parties hereto, dated May 3, 1989 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

[Signature]
Judge

FILED
MAY 16 1989
CLERK OF COURT
CARROLL COUNTY
MARYLAND

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 3 day of MAY, 1989 by and between CAROLE EMILIE METZ FELLOWS, Party of the first part, of Baltimore County, State of Maryland, (hereinafter referred to as "Wife") and THOMAS WILLIAM FELLOWS, Party of the second part, of Carroll County, State of Maryland, (hereinafter referred to as "Husband").

EXPLANATORY STATEMENT

The parties hereto were legally married in Baltimore County, Maryland on April 8, 1982 by a civil ceremony. There were no children born as a result of said marriage.

For causes arising prior hereto, the parties are not now living as husband and wife, and have lived apart in separate places of abode without any cohabitation since November 1, 1988.

Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement in order to adjust and settle all questions pertaining to their respective property rights, spousal support, maintenance and counsel fees, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the mutual covenants of each of the parties and other good and valuable considerations, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. Reservation of Grounds

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

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TOWSON, MD 21204

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2. Terms of Separation

A. The parties have lived separate and apart in separate places of abode without any cohabitation since November 1, 1988.

B. Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. The parties shall not molest nor malign each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

3. Husband's Waiver of Alimony

In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable considerations, the Husband releases and waives unto the Wife any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

4. Wife's Waiver of Alimony

In consideration of the provisions contained herein for the respective benefit of the parties and other good and valuable considerations, the Wife releases and waives unto the Husband any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

5. Current Charge Accounts

That the Husband and Wife shall hold and save the other harmless from any debts, contracted by either after the date of this Agreement, but that the Wife will be individually and separately liable for the credit accounts at:

Optima - 3737-484-737-61008
Hutzler - 31-571-086
Discover - 6011-0037-1002-0221
Preferred Shopper - 388-926-18
Leggett - 953-518-112-5
Spiegel - 1506160884
J.C. Penny - 07329047502
Caldor - 530-0-149920
American Express - 3720-946012-11009
Littmaus - Number Unknown

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as is agreed by the Husband and Wife that she shall keep the purchases paid on those credit accounts. The Husband agrees to be solely and individually liable on all other credit cards:

Macy/Bamberger - 253-67-226
Master Card - 5329 0511 0121 7941
Sears - 54-8534384515 0
Citicorp Choice - 508 1201 1208 4010
Choice Visa - 4428 1351 6051
First Card Visa - 4250 718 256 198

The Husband agrees to notify each credit card company which the Husband and Wife now currently are contracted with that after the date of this Agreement, the Wife shall no longer be responsible for any charges on said credit cards and that a copy of the written notice to each of said credit card companies be forwarded to the Wife or the Wife's attorney. The parties mutually agree to be separately liable for all debts individually contracted for incurred after the date of this Agreement; further, will not pledge, promise, or encumber the credit of the other party. The Wife shall pay all moving expenses and relocation costs.

6. Health Insurance

The Husband agrees to reinstate Westinghouse Corporation Medical Insurance when Wife terminates Westinghouse employment. Other remaining expenses exceeding insurance coverage, will be the sole responsibility of the Wife and the Wife will make all efforts to obtain health insurance upon employment assurance. Husband shall not be required to carry insurance (medical) on the Wife after securing divorce.

7. Savings Accounts

Husband and Wife agree that any savings account which is titled jointly as Husband and Wife shall be divided equally. The Wife agrees to

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waive, release, and make no claim, either presently or future for any amount in any account titled solely in the name of the Husband.

8. Checking Accounts

The Husband and Wife agree that from the date of this Agreement that the Wife shall not use the checking account currently titled jointly as Husband and Wife at Carroll County Bank & Trust Company as a payment for any personal bills. Further, that the Wife may use the said checking account at 1st American Bank of Maryland, Cockeysville Branch and that the parties agree that neither party shall use the other's checking account solely in his or her name, the Husband will forward all such debt notices, bills, and/or statements of account directly to the Wife for payment subject to the Wife's written notification of the establishment of such an account to the Wife or the Wife's attorney.

9. Personal Property

Husband agrees that the Wife shall have the sole right to all furniture brought into said marriage, the contents of the present living room, the teak desk, bike and LaMachine. The Wife agrees that the Husband shall have the right to the stereo equipment, all furniture from his grandfather's home and all tools and appliances and personal materials and family room furniture. Further, that all other personal property belonging to the Husband and Wife shall be distributed in accordance with Schedule A which is attached hereto and made a part hereof.

10. Custody of Animals

The Wife agrees to allow the Husband custody of three Siamese Cats and asks for visiting privileges by mutual consent of the parties.

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11. Marital Home

The Wife agrees the Husband is to retain sole ownership of property known as 3315 Meadowview Drive, and will relinquish all rights to said property and will execute any and all papers to convey her interest to him for no consideration. The Husband agrees that he shall be solely responsible for the mortgage and other debts arising through the marital home and will indemnify and hold the Wife harmless from any such claims or debts and be responsible for any reasonable attorney's fees incurred by the Wife.

12. Automobiles

Full clear title to 1985 Jeep Cherokee is to go to Wife and Husband will pay any open lien on same. Wife relinquishes title to Husband's 1986 Jeep Cherokee and a 1968 Firebird. Each will carry their own automobile insurance. Husband agrees to do preventative maintenance and keep Wife's Jeep road ready until departure from State of Maryland or until June 16, 1989 whichever is the soonest.

13. Income Tax Returns

Husband and Wife agree that they shall file joint tax returns until such time as the divorce is granted to the parties herein and share equally in any tax return therefrom, both State and Federal.

14. Automobile Insurance

Husband agrees to allow the Wife to continue as a named insured under the automobile policy currently in force until the Wife is able to obtain insurance on her vehicle in her own name or until a divorce between the parties. Wife agrees to make all efforts through her counsel to obtain such insurance and will notify the Husband or his counsel in writing the

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time such insurance is obtained. Wife shall be responsible for the premium attributable to her vehicle and Husband shall be reimbursed.

15. Outstanding Debts - No Further Pledge of Credit

Each party warrants and represents unto the other that neither party will pledge the credit or incur bills in the name of the other. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other. Each party shall save harmless and indemnify the other against any and all liability in connection with any such bill or debt as he or she is obligated to pay hereunder except that the Husband agrees that he shall be responsible for all open debts of the parties prior to the date of the signing of this Agreement not to include existing charge accounts set out in paragraph five hereof.

16. Counsel Fees and Court Costs

Each of the parties hereto agree that any attorney's fees incurred either in the preparation of this Agreement or in a subsequent proceeding for divorce shall be borne by the respective parties individually. Further, that the Husband and Wife agree to divide the Court costs incurred in obtaining the divorce decree and any Master's fees involved in such proceedings equally.

17. Reconciliation Effect

The parties hereto agree in the event of a reconciliation or divorce, the provisions of this Agreement as to the property rights of each shall not be affected, except as provided herein, unless a new agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new agreement.

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18. Mutual Releases

Except for the right (which each of the parties hereby respectively reserves) to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties, for themselves and their respective personal representatives, heirs and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her personal representatives, heirs and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, or against his or her property whether arising out of the marriage or otherwise, including, but not limited to, any claims arising under the Annotated Code of Maryland, Family Law Article Section 8-201 et seq., or any amendments thereto (known as Property Disposition in Divorce and Annulment); any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties, or by virtue of any future change of any law of this or any other State or Country subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement. Each party does hereby further mutually release, waive, surrender and assign unto the other, his or her personal representatives, heirs and assigns, all the right, title, interest and claim which each said party might now or hereafter have as the husband, wife, widower, widow, or next-of-kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and

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widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate which the other may possess at the time of his or her death or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

18. (a) Specific Release - Pension, Profit Sharing, IRA

The parties hereto are both employees of Westinghouse and as such have separately a pension plan, profit sharing and other individual retirement assets; both parties specifically waive any right, title or interest in the profit sharing, pension or retirement plan of the other as well as any IRA or other retirement plan currently owned at the date of this agreement.

19. Asset Disclosure

The parties hereto agree and acknowledge that they have full information concerning their ownership or interest, either jointly or separately held, in all assets and/or items of personal property including the Wife's property given to her by her parents, inherited or acquired prior to marriage.

20. Further Assurances

The parties for themselves, and their respective personal representatives, heirs and assigns, do mutually agree to join in and execute any instruments and do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement or to release any dower or other right in any property which either of said parties may now own or hereafter acquire including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

LAW OFFICES OF
THOMAS L. HENNERSEY, P.A.
TOWSON, MD 21204

JH/zm
3/27/89
89-003H

BOOK 40 PAGE 681

21. Incorporation

With the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof in said Decree, then, and in that event, the parties, for themselves, and for their respective personal representatives, heirs, and assigns, agree that they will nevertheless abide by and carry out the provisions hereof. It is further agreed that regardless of whether said Agreement or any part hereof is incorporated in any such Decree, the same shall not be merged in said Decree but said Agreement and all the terms hereof shall continue to be binding upon the parties and their respective personal representatives, heirs and assigns.

22. Integration

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises or covenants other than those expressly set forth herein.

23. Modification or Waiver

Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement or done by Court Order. The failure of either of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of such provisions or as a waiver or relinquishment of any other provisions of this Agreement, but the same shall continue and remain in full force and effect.

LAW OFFICES OF
THOMAS L. HENNESSEY, P.A.
TOWSON, MD 21204

JH/zm
3/27/89
89-003H

BOOK 40 PAGE 682

24. Independent Counsel

Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent legal counsel and advice of his or her own selection or had the opportunity to secure same; the Husband being represented by Thomas L. Hennessey, Esquire. Each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein. Further, the provisions of this Agreement and the legal and practical effects are fully understood by each of the parties.

25. Severability

Each and every paragraph of this Agreement and each portion hereof shall be considered to be severable from each and every other such paragraph or portion hereof, and if any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudication shall in no way affect the validity or enforcement of any other paragraph or portion of this Agreement.

26. Controlling Law

This Agreement shall be interpreted in accordance with and controlled by Maryland law.

IN WITNESS WHEREOF, this Agreement has been executed on this 1 day of MAY, 1989.

LAW OFFICES OF
THOMAS L. HENNESSEY, P.A.
TOWSON, MD 21204

WITNESS:

[Signature]

[Signature]

[Signature] (SEAL)
CAROLE EMILIE METZ FELLOWS

[Signature] (SEAL)
THOMAS WILLIAM FELLOWS

H/zm
3/27/89
89-003H

BOOK 40 PAGE 683

STATE OF MARYLAND
COUNTY OF BALTIMORE

SS:

I HEREBY CERTIFY that on this 1st day of May, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CAROLE EMILIE METZ FELLOWS known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Property Settlement Agreement are true and correct as therein stated and she acknowledged said Agreement to be her act and that she executed said Agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Shirley S. Notary
NOTARY PUBLIC

My Commission Expires:
2/1/90

STATE OF MARYLAND
COUNTY OF BALTIMORE

SS:

I HEREBY CERTIFY that on this 2nd day of May, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS WILLIAM FELLOWS known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Property Settlement Agreement are true and correct as therein stated and he acknowledged said Agreement to be his act and that he executed said Agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Shirley S. Notary
NOTARY PUBLIC

My Commission Expires:
2-1-90

LAW OFFICES OF
THOMAS L. HENNESSEY, P.A.
TOWSON, MD 21204

H/zm
3/27/89
89-003H

BOOK 40 PAGE 684

SCHEDULE A

KITCHEN

China, Housewares	Divided 50/50
Flatware (everyday)	Thomas Fellows
Reed & Barton (Rebcraft)	Carole Fellows
Dining Room Set (w/6 chairs)	Thomas Fellows
Round Kitchen Table (w/4 chairs)	Carole Fellows
Microwave	Thomas Fellows
Iron Stone Ware (set for 8)	Carole Fellows

BATH ACCESSORIES

Towels & Linen	Divided 50/50
----------------	---------------

FORMAL LIVING ROOM

Two White Sofas	
Two Antique Chairs	
One Square Coffee Table	
One Curio Cabinet	
Seven Pictures	
Two Lamps	
Two Rag Rugs	
One Silk Flower Arrangement	
One Bust (Moses)	
One Singer Sewing Machine	
One Neptune Picture	All to Carole Fellows

FAMILY ROOM

One Loveseat	
One Sofa Bed	
One Rectangular Coffee Table	
Entertainment Center	
(All Stereo Equipment, Records, Tapes, CD, TV, 3 VCR)	
Lounge Chair	
One Cherry Folding Table	
Two White Bookcases	
Two Cedar Chests	
One Mirror Clock	
One Antique Radio	
One Antique Clock	
One Indian Picture	
One Gumball Machine	
All knick knacks	All to Thomas W. Fellows

LAW OFFICES OF
THOMAS L. HENNESSEY, P.A.
TOWSON, MD 21204

TLH/zm
3/27/89
89-003H

BOOK 40 PAGE 685

VEHICLES

1968 Firebird cn. titled Thomas
Fellows name - Title #09679958
Vehicle ID 2236780137570

Thomas Fellows

IRA

IRA No. 0A9 Westinghouse Credit Union
One IRA for \$1,000 taken out by
Carole Fellows on 4/9/86.

Carole Fellows

LAW OFFICES OF
THOMAS L. HENNESSEY, P.A.
TOWSON, MD 21204

BOOK 40 PAGE 686

CHARLES R. STULL, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH A. STULL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8222

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of May, 1990, that the Plaintiff, CHARLES RALPH STULL, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH ANN STULL; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, JAMES MICHAEL STULL (born February 1, 1980) and DAWN MARIE STULL (born May 14, 1982) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances, to wit, each Tuesday and Thursday evening from 5:45 o'clock PM to 8:30 o'clock PM unless prior notice is given by either to the other forty-eight (48) hours in advance to arrange a different day, and every other weekend from Noon Saturday to Sunday evening at 8:00 o'clock PM and one (1) week each Summer; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Twenty-Five Dollars

(\$25.00) per week per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrearages amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the "Voluntary Separation and Property Settlement Agreement" entered into by the parties dated March 2, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This AGREEMENT, entered into this 2nd day of ^{March} ~~February~~, 1989, by and between DEBORAH ANN STULL, hereinafter referred to as "Wife", and CHARLES RALPH STULL, JR., hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties hereto were married in Baltimore County, State of Maryland, on April 2, 1977. Two (2) children were born as a result of this marriage, namely, JAMES MICHAEL, born February 1, 1980, and DAWN MARIE, born May 14, 1982, hereinafter, collectively called the children, both children being in the care and custody of the Wife.

Differences have arisen between the parties, and they are now and have been, since July 1, 1988, living separate and apart from one another, in separate places of abode without any cohabitation, and they have continued to do so. It is the mutual desire of the parties to this agreement to formalize their voluntary separation, and to settle all questions of maintenance and support, alimony, counsel fees and their respective right in the property or the estate of the other, and in property owned by them jointly, and in marital property, as well as all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants, and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Ch. #1
4/17/90
a

1. RELINQUISHMENT OF MARITAL RIGHTS

1.1 The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from, any control, restraint, or interference by the other party in all respects, as if each were unmarried. Neither of the parties shall molest or annoy the other, or seek to compel the other to cohabit or dwell with him, or her by any proceedings for restoration of conjugal rights or otherwise, or exert, or demand any right to reside in the home of the other. Nothing contained in this agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. TERMS OF SEPARATION

2.1 The parties mutually and voluntarily agree to continue to live separate and apart, in separate places of abode, without any cohabitation, as they have since July 1, 1988.

2.2 The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new Agreement is entered into, in

writing, mutually revoking and rescinding this Agreement and entering into a new one.

3. RIGHTS INCIDENT TO MARRIAGE RELATION3.1 Rights Generally and as to Surviving Spouse.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, grants, and releases to the other, any and all rights or interest which he or she now has, or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary, or convenient, to enable the other party to deal with his or her property, as if he or she were unmarried. Each of the parties releases any and all claims and demands of any kind or nature against the other party, including all interest incident to the marriage relation now or at any time hereafter existing, or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, including any right to act as the other's Personal Representative. It is the intention of each and both parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried, and that upon the death of either, the property both real and personal, then owned by him or her shall pass by his or her Will, or under the laws of descent as the case may be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3.2 Marital property. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interest arising under the Marital Property Act, Md. Cts. & Jud. Proc. Code Ann., Section 3-6A-01 et. seq., including but not limited to any claim to use and possession of family use personal property, family home, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

3.3 Mutual waiver of alimony. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this agreement, both parties release and discharge the other, absolutely and forever, for the rest of their lives from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. CUSTODY & VISITATION

4.1 Wife shall have the permanent care and custody of the two minor children of the parties, subject to the following conditions and agreements.

4.2 Husband shall have the right to visit with and have the children with him at all reasonable times, which will include, two days per week, every other weekend, one week during the summer vacation with the right to take the children out of

state. It is the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the said children. Wife shall cooperate to the fullest extent possible to effectuate this intent.

5. SUPPORT OF CHILDREN

5.1 Husband shall pay to Wife the sum of Twenty-five Dollars (\$25.00) per week, per child for the support and maintenance of the children, for a total of Fifty Dollars (\$50.00) per week for both the children, said payments to be made directly to Wife, and not through the Probation Department of any Court. The payments with respect to each child for support shall cease and terminate upon the first to occur of any one (1) of the following terminal events:

- (a) Reaching the age of eighteen (18).
- (b) Death of child or father.
- (c) Marriage of child.
- (d) Child becomes self-supporting.

5.2 Husband shall carry and keep in force Blue Cross and Blue Shield insurance and Major Medical insurance, or its equivalent, for the benefit of the children. The terminal date of Husband's obligation as to each child under this paragraph shall be the same as provided in the foregoing paragraph 5.1. The Husband shall also carry and keep in force Blue Cross and Blue Shield insurance and Major Medical insurance, or its equivalent, for the benefit of the Wife, until the parties have been divorced.

6. FAMILY HOME

6.1 The parties covenant and agree that the real property known as 4289 Huntsman Trail, Carroll County, State of Maryland, has been used as the principal residence of the spouses when they lived together, is presently being used by Wife as her principal residence, together with the two (2) minor children, and that the best interest of the minor children will be served by their continuing to live in their present environment and community.

6.2 Husband covenants and agrees to permit Wife to continue to occupy the premises 4289 Huntsman Trail, together with the minor children for a period of three (3) years from the date of separation July 1, 1988, or upon her remarriage, or if the Wife shall establish and maintain a common household with a member of the opposite sex, not related to her by blood or marriage in the fourth degree, in the sense that it is a continuing relationship in a common household as might exist between Husband and Wife, then the Wife shall be deemed to have remarried, even though Wife and the member of the opposite sex are not in point of fact married, provided the requirement for a common household shall require that the living together shall be for a continuous and uninterrupted period of not less than thirty (30) days.

6.3 During the period of the Wife's occupancy, the Wife shall pay the mortgage payment, the insurance, taxes, water rent, sewer charges, and other similar charges and expenses, and she shall be entitled to a credit for one-half (1/2) of the

mortgage payments made by her from the Husband from his equity in the property when sold. In the event that the Wife, through no fault of hers is unable to financially meet the charges and expenses on the family residence, as heretofore mentioned, residence shall be sold immediately.

6.4 At the termination of the Wife's occupancy, the Wife shall have the first right of refusal to purchase the property for the then appraised value, and if she refuses to purchase said property, then it will be sold for the appraised value at a public sale, and after deducting the expenses incurred in selling the property and the credits due the Wife and/or the Husband, the net proceeds will be divided between the parties.

7. PERSONAL PROPERTY

7.1 The parties have divided between them, to their mutual satisfaction, the personal effects, household furniture and furnishings, and all other articles of tangible personal property, which have heretofore been used by them individually or in common during the marriage. All personal property and effects in the possession of each of the parties shall be considered as the sole and separate property of the possessor.

7.2 Except as otherwise herein provided, each of the parties shall retain as his or her sole and separate property all securities, insurance policies, savings and bank accounts, pension benefits and all other tangible personal property presently titled, registered or held in such parties name individually.

7.3 The Husband hereby agrees to convey all of his right title and interest to the Wife in the Mazda automobile, registered in the Wife's name, and the Wife shall hold the Husband harmless for any loan balances that are currently outstanding on this vehicle.

7.4 The Wife covenants and agrees to transfer all of her right, title and interest in the Celebrity automobile to the Husband, and the Husband shall hold the Wife harmless from any loan balances that are currently outstanding on this vehicle.

8. COUNSEL FEES AND COURT COST

8.1 Each of the parties shall pay his or her own counsel fees, incurred in connection with their separation and divorce. If a divorce proceeding is brought by either party against the other, the party bringing the divorce shall be responsible to pay their own attorneys fees and all court costs thereof, including any Master's fees.

9. MUTUAL RELEASE AND HOLD HARMLESS

9.1 Subject to and except for the provisions of this agreement, each party is released and discharged, and by this agreement, does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any and all causes of action for divorce. Except as provided in this agreement, neither party shall incur any

liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any and all liability for any obligation incurred by him or her in accordance with this agreement.

9.2 The Wife shall be solely responsible for the Signet Bank card, a Mastercard, and any other charge accounts or loans opened by her at any time. She agrees to indemnify the Husband and hold him harmless thereon. Husband shall be solely responsible for his Carroll County Bank automobile loan, his Citibank Visa, and Citibank Mastercard accounts.

Except as provided herein, each party shall assume all responsibility for debts contracted by himself or herself since July 1, 1988 and up to the date of this agreement, and each shall hold and save the other harmless from any and all liability therefore. From the date of this agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debts or liabilities, and shall hold and save the other harmless and indemnify the other from any such debts or obligations.

10. INCORPORATION

10.1 With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof.

11. INTEGRATION

11.1 This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

12. INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

12.1 Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had

independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

13. MODIFICATION AND WAIVER

13.1 No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

13.2 None of the provisions of this Agreement shall be subject to modification by any Court.

14. CONTROLLING LAW

14.1 This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSETH:

Kathleen Myler Stull *Deborah Ann Stull* (SEAL)
DEBORAH ANN STULL
James R. Blizgaid *Charles Ralph Stull, Jr.* (SEAL)
CHARLES RALPH STULL, JR.

STATE OF MARYLAND TO WIT:
COUNTY OF *Baltimore City*

I HEREBY CERTIFY that on this *2nd* day of *March*, 1989, before me, a Notary Public in and for the State and County aforesaid, personally appeared DEBORAH ANN STULL and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

Tamara A. Lyons (SEAL)
Notary Public

My Commission Expires *July 4, 1990*

STATE OF MARYLAND TO WIT:
COUNTY OF *Carroll*

I HEREBY CERTIFY that on this *21st* day of *March*, 1989, before me, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES RALPH STULL, JR. and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

Kathy Cook (SEAL)
Notary Public

My Commission Expires *July 1, 1990*

KAREN A. FREEBERGER : In the
Plaintiff : Circuit Court
vs : for
JOHN H. FREEBERGER : Carroll County
Defendant : Case No. CV 8276

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this *11th* day of *May*, Nineteen Hundred and Ninety, that the above-named Plaintiff, Karen A. Freeberger, be and she is hereby granted an Absolute Divorce from the Defendant; and

It is further ADJUDGED and ORDERED that the Plaintiff, Karen A. Freeberger, be and she is hereby awarded custody of Jennifer A. Freeberger, the minor child of the parties hereto, with the right unto the Defendant, John H. Freeberger, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Separation and Property Settlement Agreement dated June 12, 1988 and the Addendum thereto dated March 8, 1990, by and between the parties hereto, and filed in this cause of action, be and they are hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that Defendant pay direct unto Plaintiff the sum of \$36.61 per week toward the support of the minor child of the parties, pursuant to Paragraph 12 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that Defendant pay the costs of these proceedings.


Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12th day of June, 1988, by and between Karen A. Freeberger, hereinafter referred to as the Wife, and John H. Freeberger, hereinafter referred to as the Husband.

WITNESSETH;

WHEREAS, the parties hereto were married on the 12th day of September, 1970, in Maryland and there is one (1) child of this Marriage, Jennifer A. Freeberger, born June 2, 1973, and

WHEREAS, in consequence of John H. Freeberger wishing to leave the family home at 2008 Gracie Drive, the said parties will be living separate and apart and are now and since the 24th day of February, 1988, have continuously been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said separation, to settle their respective property rights, the custody and support of their child, the right of the wife to support maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.
2. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

4. The Husband and Wife have heretofore settled all disputes as to household furnishings. The Husband is leaving all household furnishings in the home with the Wife and will not make future claim on same (with the exception of husband's tools and lawn tractor).

5. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

6. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

7. The Husband will take the Nissan Maxima (1985) car, making monthly payments on same, and the Wife will take the Chevy Chevette (1982). The Husband agrees that in the event the Wife has a transportation problem, because of the condition of the Chevette, he will make the Maxima available for her use on a reasonable basis, subject to agreement of parties. Public transportation being unavailable at 2008 Gracie Drive.

8. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

9. That the family home of the parties which has been used as their principal residence when they lived together and is being used by the Wife and minor Child and will continue to be used as a family home as their principal residence is located at 2008 Gracie Drive, Finksburg, Maryland and is owned by the parties as tenants by the entireties. Husband agrees to pay mortgage payment of \$751.35 per month* (subject to increase due to taxes and insurance) until the Child is 18 years of age, June 2, 1991, unless otherwise agreed by the parties.

10. (a) If the home at 2008 Gracie Drive is sold, the Husband will receive a percentage of the proceeds ("proceeds")

meaning balance of funds remaining after real estate broker's commission, unpaid mortgage balance and any other costs of settlement usually charged to sellers in the ordinary course of business including but not limited to points, transfer taxes, documentary stamps, etc.) as follows:

one year	(1989)	- 5%
two years	(1990)	- 10%
three years	(1991) and thereafter	- 15%

(b) In the event the Wife remarries and elects to remain in the home at 2008 Gracie Drive, she agrees to pay over to the Husband an amount equal to the following percentages:

one year	(1989)	- 5%
two years	(1990)	- 10%
three years	(1991) and thereafter	- 15%

the Husband's share of the proceeds will be based on the fair market value of the property on the date that an agreement is entered into between the parties, and his percentage of the proceeds will be the balance of funds remaining after an adjustment is made for the entire unpaid mortgage balance, the reasonable cost of real estate broker's commission based on the percentage usually charged by real estate brokers in Carroll County in the ordinary course of business, and any other unforeseen costs of the sale subject to the mutual agreement of the Husband and Wife. The Husband agrees to sign all documents necessary to carry out these provisions.

10A. The Husband and Wife hereby agree to waive alimony and hereby covenant that they will not claim now or in the future, any sums of money for alimony.

11. Husband agrees that Wife will have the care, custody and control of the minor child, Jennifer Ann Freeberger, with the right reserved to the Husband of reasonable visitation provided, however, that exercise of the visitation privileges by the Husband shall not conflict nor interfere with the school schedule of the child nor with bona fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said child.

12. The Husband agrees that he will pay unto the Wife for the support and maintenance of the minor child of the parties, directly unto her, accounting from and with the first payment due and payable on the _____ day of _____ 1988, the sum of \$36.61 per week*, provided the parties continue to be liable for the mortgage on Gracie Drive. In the event that the parties dispose of the property on Gracie Drive, the Husband agrees to pay unto the Wife for the support and maintenance of the minor child of the parties an amount necessary to adequately support and maintain the minor child in the same manner to which the child has been accustomed.

13. In addition to the aforementioned provisions for child support the Husband shall be responsible for half the cost of a four (4) year college education including: registration fees and

tuition; necessary books; room and board; laboratory fees; and costs of travel between home and college, subject to the mutual agreement of the parties and the desires of the child and the financial ability of the parties.

14. The Husband also agrees to continue to provide medical and dental insurance for the Child and the Wife. When the parties divorce, the Wife shall be responsible for the payment of her medical and dental insurance coverage. The Wife will continue to make payments on the family policy with Life of Virginia for insurance on the life of the Husband as long as the beneficiary continues to be Wife. Husband will have one life insurance policy of at least \$20,000.00, with Jennifer A. Freeberger as beneficiary.

15. The parties agree to review their financial situation on a yearly basis to determine the needs for support and maintenance of Child, and submit any and all documentation as may be necessary including but not limited to Federal income tax returns.

16. Reasonable attorney's fees and Court costs at time of divorce to be paid by Husband.

17. This agreement is being entered into within and shall be construed under the laws of the State of Maryland.

*Husband agrees to pay Wife \$210 per week to include mortgage payment and child support.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this agreement, each of which shall constitute an original, the date first above written.

WITNESS:

Karen A. Freeberger 6-12-88
Karen A. Freeberger
John H. Freeberger 6-12-88
John H. Freeberger

STATE OF MARYLAND
CITY/COUNTY

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared, Karen A. Freeberger, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing agreement of the parties are true and correct as therein stated and acknowledged said agreement to be her act. Karen A. Freeberger

Witness my hand and official seal this 11th day of Sept, 1988.

John B. [Signature]
Notary Public My Commission Expires July 1, 1992

STATE OF MARYLAND
CITY/COUNTY

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared, John H. Freeberger, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing agreement of the parties are true and correct as therein stated and acknowledged said agreement to be his act. John H. Freeberger

Witness my hand and official seal this 28th day of August, 1988.

Chas. C. [Signature]
Notary Public My Commission Expires July 1, 1992

ADDENDUM

THIS ADDENDUM, made this 8th day of MARCH, 1990, by and between JOHN H. FREEBERGER, of Howard County, State of Maryland, hereinafter called "Husband", and KAREN A. FREEBERGER, of Carroll County, State of Maryland, hereinafter called "Wife".

WHEREAS, the parties hereto are Husband and Wife; and

WHEREAS, Husband and Wife have heretofore, separated with the intention of terminating the marital relationship, and to resolve the terms and conditions of said separation executed a Separation and Property Settlement Agreement dated June 12, 1988.

NOW, THEREFORE, this Addendum witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and of the premises and mutual covenants of each of the parties hereto, the parties do agree as follows:

FIRST: The Separation and Property Settlement Agreement dated June 12, 1988, except as hereinafter amended, is continued in full force and effect by the parties as their agreement, and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

SECOND: Paragraph 10 of said Agreement is supplemented and the following Paragraph 10 (c) is added to said Agreement:

PL Exhibit No. 2

10. (c) It is agreed between Husband and Wife that Husband shall be entitled to receive his share of the proceeds as mentioned above no later than December 31, 1991.

THIRD: Each party acknowledges full understanding of the Agreement dated June 12, 1988, and of the changes therein effected by this Addendum and the additional terms and provisions hereof. Each signs this document voluntarily and after having been afforded the opportunity to review this Addendum with their respective independent counsel

AS WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

WITNESS:

10-3 John H. Freeberger (SEAL)
JOHN H. FREEBERGER
Karen A. Freeberger (SEAL)
KAREN A. FREEBERGER

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 3rd day of October, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. FREEBERGER, and he made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and

correct as therein stated, and he acknowledged said Addendum to be his voluntary act and deed.

AS WITNESS my hand and Notarial Seal.

Charles B. Dettwille Jr.
Notary Public

My commission expires July 1, 1990.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 8th day of March, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KAREN A. FREEBERGER, and she made oath in due form of law that the matters and facts set forth in the foregoing Addendum are true and correct as therein stated, and she acknowledged said Addendum to be her voluntary act and deed.

AS WITNESS my hand and Notarial Seal.

Charles B. Dettwille Jr.
Notary Public

My commission expires July 1, 1990.

BONNIE JEAN (MARTIN) BERGER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
RONALD JOSPEH BERGER	:	Carroll County
Defendant	:	Case No. CV 8289

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 11th day of May, Nineteen Hundred and Ninety, that the above-named Plaintiff, Bonnie Jean (Martin) Berger, be and she is hereby granted an Absolute Divorce from the Defendant, Ronald Joseph Berger; and

It is further ADJUDGED and ORDERED that the Plaintiff, Bonnie Jean (Martin) Berger, be and she is hereby awarded the custody of Brent Byron Berger, the minor child of the parties hereto, with the right unto the Defendant, Ronald Joseph Berger, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$45.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall

be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

DOROTHY JEAN HOUSMAN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
HENRY HERMAN HOUSMAN V	:	Carroll County
Defendant	:	Case No. CV 8439

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 12th day of MAY, Nineteen Hundred and Ninety, that the above-named Plaintiff, Dorothy Jean Housman, be and she is hereby granted an Absolute Divorce from the Defendant, Henry Herman Housman V; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 11, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Plaintiff, Dorothy Jean Housman, be and the same is hereby changed to Dorothy Jean Keefer, her, her maiden name before her marriage to the Defendant;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 11th day of July, 1989, by and between HENRY HERMAN HOUSMAN V ("Husband") and DOROTHY JEAN HOUSMAN ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 31, 1986 in Westminster, Maryland. Differences have arisen between the parties and they are, as of December 30, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall continue to live separate and apart, free from interference, authority and control by the other,

Exhibit No. 1

as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Family Law Article Sections 8-201 through 8-213, of the Annotated Code of Maryland, as from time to time amended. This specifically includes

any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties were at such time unmarried.

PERSONAL/MARITAL PROPERTY

The parties have, prior to executing this Agreement, divided all of their personal property. All tangible personal property and household chattels, presently located at the family home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of those items listed on attachment "A" which are in the Husband's possession but which upon the settlement of the Marital Home will be removed by Wife.

Each party shall retain, as his or her sole and separate property, any other stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Husband agrees to waive any right, title or interest in Wife's Buick Skylark and Wife agrees to assume and hold

Husband harmless from any liability associated with said vehicle.

Wife agrees to waive any right, title or interest in Husband's VFR 700 Honda Motorcycle and Husband agrees to assume all liability and hold Wife harmless in connection with said motorcycle.

Simultaneous with the execution of this Agreement, Wife agrees to convey all of her right, title and interest in and to the parties' 1987 Ford EXP to Husband. Each party shall maintain his or her own vehicle insurance on his or her own vehicle and shall indemnify and hold the other harmless for any failure to do so.

REAL ESTATE

The parties presently own the residence known as 752 Windsor Drive, Westminster, Maryland 21157, as tenants by the entirety, hereinafter, the "Home". The Husband now resides in the Home. The Husband may continue to reside in the Home and the Wife shall not reside there, nor enter upon the premises nor attempt to enter the Home at anytime without Husband's express permission.

The parties agree to list the Home for sale no later than June 1, 1989 through the services of a mutually agreeable Multiple List Agent. After the Home is listed for sale, the parties shall accept any offer that is at least Ninety-Five Percent (95%) of the Listing price, in a Standard Real Estate Contract, containing usual and customary clauses. Husband shall receive the first Four Thousand Dollars (\$4,000.00)

of the net proceeds from said sale, with Wife entitled to receive the balance of the net proceeds, if any. The "net proceeds" shall be defined as that sum remaining after payment of the expenses of sale and the discharge of all then outstanding liens and encumbrances thereon.

Wife shall give to Husband by the twentieth (20th) of each month, a check made payable to the parties' Mortgage Company in the amount of Three Hundred and Eighteen Dollars (\$318.00) as her share towards the current indebtedness on the Home. Husband shall pay the balance of the mortgage payment, (principal, interest, taxes and insurance) and all other expenses of the Home, and shall maintain the Home in good condition until the date of settlement without further contribution or reimbursement from Wife other than as set forth in this Agreement.

Wife further agrees to pay one-half (1/2) of any increase in the principal interest and taxes associated with the Home.

MUTUAL WAIVER

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance,

support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship.

The parties acknowledge that there are no outstanding joint debts, bills or obligations. Neither party shall pay nor be liable for any debts, bills or obligations of the other, whether past, present or future.

LEGAL FEES AND COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce proceedings. The parties agree that the party who seeks the uncontested divorce based on this Agreement shall pay the Court costs, including Master's fee for any such uncontested divorce. Each party reserves the right to seek attorney's fees from the other in the event litigation is necessary to enforce any of the terms of this Agreement.

INCOME TAXES

Husband and Wife shall file joint Federal and State income tax returns for tax year 1988. Any refund forthcoming from such tax return shall be divided equally between the parties.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any legal proceeding between them which may hereafter be instituted

in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any Decree which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, and assigns.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties,

representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or tolerance by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions thereof.

INTERPRETATION

This Agreement; and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

Should any of the provisions of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals this 11th day of July, 1989.

WITNESS:

Cecilia Clemente

Henry Herman Housman V (SEAL)
HENRY HERMAN HOUSMAN V

Dorothy Jean Housman (SEAL)
DOROTHY JEAN HOUSMAN

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of June, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HENRY HERMAN HOUSMAN V known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires: 7/1/90

[Signature]
NOTARY PUBLIC

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of July, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOROTHY JEAN HOUSMAN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires: 7/1/90



Cecilia Clemente
NOTARY PUBLIC

ATTACHMENT A

Curtains in second and third bedrooms
Coffee table and end tables
Vacuum cleaner
Lamp from master bedroom
Floor lamp

ROBERT V. HITE, JR. : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
FRANCES HITE : CARROLL COUNTY
Defendant : CASE NO. CV8445

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of May, 1990, that the Plaintiff, ROBERT VERNON HITE, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, FRANCES MARGARET HITE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 19, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.


JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
MAY 16 12 40 PM '90
LARRY W. SHIPLEY
CLERK

BOOK 40 PAGE 725
**VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into this 19 day of
DECEMBER, 1989, by and between FRANCES
MARGARET HITE ("Wife") and ROBERT VERNON HITE, JR., ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on April 5, 1981, in Baltimore County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since November 3, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child/Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if

each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

**2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS
AS SURVIVING SPOUSE**

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, and specifically including any right to

act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

4. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

The parties expressly covenant and agree, pursuant to Section 8-103, Family Law Article, Maryland Annotated Code, that no court shall have the power to modify this agreement with respect to alimony, support or maintenance of either spouse.

5. CHILD VISITATION

The parties acknowledge that the Wife has two (2) children by a former marriage; namely, RICHARD McCAMPBELL and MICHELLE McCAMPBELL. The parties further recognize that the Husband and these children have formed an affectionate relationship. The parties agree that neither shall attempt to alienate the affection of the children from the other party nor to foster antagonism or resentment toward the other. The Wife further agrees that she shall allow the Husband to visit with the children if they express a desire to see him.

6. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Notwithstanding the above, Wife conveys all of her right, title and interest to the 1989 Chevrolet Camaro to Husband.

Husband shall be solely responsible for the payment of the lien on the said car and shall hold Wife harmless from any and all liability therefor. Husband conveys all of his right, title and interest to the 1984 Grand Prix to Wife.

7. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Wife shall, within TEN (10) days of the request by Husband, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

8. MEDICAL COSTS

Wife shall remain covered by Husband's medical insurance which he obtains at his present employment, provided that the insurance continues to be available through his employer, until the Absolute Divorce or June 1990, which ever is later.

9. LIFE INSURANCE

Wife shall remain the primary beneficiary under Husband's life insurance policy(ies) until the Absolute Divorce.

10. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 1936 Gardenia Street, Sykesville, Maryland 21784 (the "Home"). The Home is subject to the lien of a two (2) mortgages. Simultaneously with the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Wife shall pay to Husband, for Husband's interest in the home, the total sum of ZERO DOLLARS (\$0) but shall assume responsibility for the two (2) mortgages on the said Home and shall hold Husband harmless and indemnify him from any liability therefor. Wife shall be solely responsible to pay these mortgages and all other expenses of the Home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Upon transferral, Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon the sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

11. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

Notwithstanding the above, Husband shall assume responsibility for the payment of the balances due on the following cards: (1) Visa, #4342211055142; (2) Choice Visa, #4428-1350-7030-0538; and (3) Empire of America Visa, #4233117004164409, with the Federal Savings Bank and shall hold Wife harmless and shall indemnify her from any and all liability for any of these credit card debts.

12. INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar year 1989 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon equally; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and

expenses in connection with his own income and deductions.

13. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

14. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

15. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the

other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all Court costs thereof, including any Master's fee, equally between them.

16. LEGAL REPRESENTATION

The parties hereby acknowledge that Lloyd R. Helt, Jr., Esquire, has provided legal representation and advice to Wife in connection with the parties' separation and the drafting of this Agreement. Husband expressly acknowledges that he has been advised and afforded every opportunity to obtain independent counsel of his own selection in connection with this Agreement, so that he may have his own attorney answer any questions which he may have. Wife further acknowledges that Lloyd R. Helt, Jr. has neither represented Husband nor provided him with any legal advice in connection with the terms or operating effects of this Agreement. Husband further acknowledges that his decision to execute this Agreement without his own attorney is made freely and voluntarily.

17. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time

amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the

plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Frances Margaret Hite (SEAL)
FRANCES MARGARET HITE ("Wife")

Robert Vernon Hite (SEAL)
ROBERT VERNON HITE ("Husband")

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 19 day of December, 1989, the above-named FRANCES MARGARET HITE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
NOTARY PUBLIC

My Commission Expires: 7-1-90

STATE OF MARYLAND: COUNTY OF ^{BALTIMORE} CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 19 day of December, 1989, the above-named ROBERT VERNON HITE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
NOTARY PUBLIC

My Commission Expires: 7-1-90

CAROL ANNE HEPNER : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
DOUGLAS WILLIAM HEPNER : CARROLL COUNTY
Defendant : CASE NO. CV8477

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16 day of May, 1990, that the Plaintiff, CAROL ANNE HEPNER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DOUGLAS WILLIAM HEPNER; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, CAROL ANNE DOBYSKI; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
MAY 15 12 40 PM '90
LARRY W. SHIPLEY
CLERK

DONNA EVANS MILLER : In the
Plaintiff : Circuit Court
vs. : for
WILLIAM WADE MILLER : Carroll County
Defendant : Case No. CV 8591

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16 day of MAY, Nineteen Hundred and Ninety, that the above-named Plaintiff, Donna Evans Miller, be and she is hereby granted an Absolute Divorce from the Defendant, William Wade Miller; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 3, 1985 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 3rd day of January, ¹⁹⁸⁵1984, by and between William Wade Miller, hereinafter referred to as "Husband", and Donna E. Miller, hereinafter referred to as "Wife":

W I T N E S S E T H:

WHEREAS, the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 14th day of September, 1956.

WHEREAS, as a result of the said marriage, there were four children born, namely: Douglas Shanne, born 5/7/61; Tamera Lynn, born 6/13/64; Shannon Wade, born 8/1/65; and Sheila Gray, born 1/26/68.

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 13th day of September, 1984, and further, that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to, the equitable division of assets and the provision of support and maintenance of the minor child of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

Exhibit No. 1

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on the 13th day of September, 1984, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for divorce A Vinculo Matrimonii or A Mensa Et Thoro for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on the grounds of voluntary separation or statutory living apart for the requisite period.

CUSTODY OF THE MINOR CHILD

The parties agree that the care and custody of the minor child shall be with Husband. The minor child shall reside with Husband, with the right and privilege of Wife to visit and have the minor child with her at all reasonable times and places.

Nothing herein contained shall be construed as an obligation or duty on the part of Wife to accept custody of the child for the time and periods indicated, the intention of the parties being that the Wife's right of visitation shall be entirely optional with her; and, should she desire, she may waive the privilege of visitation on any occasion, for any reason, without

waiving her right to future visitations; however, in order to maintain an orderly and smooth relationship between the parties and the child, and further, for the convenience of Husband, the Wife shall notify the Husband 24 hours in advance of her intention not to exercise any of the visitation periods.

DISPOSITION OF PERSONAL PROPERTY

The parties agree that they have divided, as between them, all tangible personal property and household chattels previously located at the parties' residence.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever description shall be free of the claim of the other.

The parties acknowledge that there are three motor vehicles owned by the parties, two titled in Husband's name, and one in Wife's, and each used exclusively by the party in whose name they are titled. The parties agree that Husband shall retain sole title to the two vehicles currently titled in his name, free of any claim or interest of Wife, and Husband agrees to be solely responsible for any outstanding obligations on the vehicle and hold Wife harmless and indemnify her against all such obligations. Wife shall retain title to the vehicle currently titled in her name, free of any claim or interest of Husband, and Wife agrees to be solely responsible for any outstanding obligations on the vehicle and hold Husband harmless and indemnify him against all such obligations.

WAIVER OF ALIMONY

Wife agrees to waive alimony and support her herself in the event that either party obtains a divorce A Vinculo.

LIFE INSURANCE

The parties acknowledge that Husband presently has a policy of life insurance with Equitable Life Assurance Company, naming Wife as beneficiary. Husband agrees to name the children of the parties as irrevocable beneficiaries on the aforementioned

insurance policy.

TAX RETURNS

The parties have agreed to file joint Federal and State income tax returns for the calendar year 1984. Thereafter, for each year that the parties are entitled to do so, they will file joint returns if Wife elects to do so and requests Husband. For any tax year for which the parties file joint tax returns, the parties shall pay all taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party shall save and hold the other harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions during all years for which joint returns are filed.

The parties agree to divide equally all tax refunds.

MISCELLANEOUS PROVISIONS

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms thereof

shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request, execute such further and other assurances hereto as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provision of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the Parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereto.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender,

grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not married.

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modifications, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation

Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in four (4) identical counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

WITNESS the hands and seals of the parties.

WITNESS:

E. J. Ruener
E. J. Ruener

William W. Miller 1-3-85
William Wade Miller DATE
Donna E. Miller 12/10/84
Donna E. Miller DATE

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 3rd day of January, 1985, before me the subscriber, a Notary Public for the State and County aforesaid, personally appeared, William Wade Miller, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Lynne J. Robin
NOTARY PUBLIC
LYNNE J. ROBIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 10th day of December, 1984, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Donna E. Miller, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Lynne J. Robin
NOTARY PUBLIC
LYNNE J. ROBIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

DALE ANN CHANEY * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 THEODORE NICHOLAS CHANEY * CARROLL COUNTY
 Defendant * Case No. CV8240

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 21st day of May, 1990, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, DALE ANN CHANEY, be, and she is hereby, granted an Absolute Divorce from the Defendant, THEODORE NICHOLAS CHANEY; and it is further

ORDERED that the Plaintiff, Dale Ann Chaney, is granted the permanent care and custody of the minor children of the parties; namely, Christopher Adam Chaney, born November 9, 1979; and Lindsay Nicole Chaney, born April 29, 1983; and it is further

ORDERED, that the amount of child support which the Defendant, Theodore Nicholas Chaney, was previously ordered to pay unto the Plaintiff, Dale Ann Chaney, in Case No. CV5368 shall be increased to Four Hundred Sixty-nine Dollars and Thirty-nine

Cents (\$469.39) per month, or One Hundred Eight Dollars and Thirty-two Cents (\$108.32) per week; and it is further

ORDERED, that the Defendant, Theodore Nicholas Chaney, shall pay an additional sum of Twenty Dollars (\$20.00) per month, or Five Dollars (\$5.00) per week, towards the arrearage in the amount of One Thousand Two Hundred Fifteen Dollars and Thirty-five Cents (\$1,215.35) which had accumulated as of April 3, 1990; and it is further

ORDERED, that all such child support and arrearage payments shall be made through the Carroll County Bureau of Support Enforcement by way of an Earnings Withholding Order; and it is further

ORDERED, that a copy of this Judgment of Absolute Divorce and the Earnings Withholding Order shall be made a part of and filed in Case No. CV5368; and it is further

ORDERED, that the costs of this proceeding are waived.

R. K. Burns
 JUDGE

PATRICIA D. THOMPSON	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES L. THOMPSON	:	Carroll County
Defendant	:	Case No. CV 8709

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14th day of MAY, Nineteen Hundred and Ninety, that the above-named Plaintiff, Patricia D. Thompson, be and she is hereby granted an Absolute Divorce from the Defendant, James L. Thompson; and

It is further ADJUDGED and ORDERED that the Plaintiff, Patricia D. Thompson, be and she is hereby awarded custody of Shelly Loren Thompson, the minor child of the parties hereto, with the right unto the Defendant, James L. Thompson, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and


It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$200.00 per month, accounting from March 1, 1990, toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditons set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

VIVIAN LYNN YOUNT : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 STEVEN H. YOUNT : CARROLL COUNTY
 Defendant : CASE NO. CV8724

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of May, 1990, that the Plaintiff, VIVIAN LYNN YOUNT, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, STEVEN H. YOUNT; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, NATALIE LYNN YOUNT (born September 26, 1980) and STEVEN BRADLEY YOUNT (born March 23, 1986) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Five Hundred Fifty Dollars (\$550.00) per month per child, said payments being subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as alimony the sum of Seven Hundred Dollars (\$700.00) per month for a period of two (2) years beginning February 1, 1989 and to terminate at the end of said two (2) year period or upon the remarriage of the wife or the death of either party; and

IT IS FURTHER ORDERED, that both the child support payments and alimony are subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding; and

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 16, 1989 and the Addendum thereto dated February 8, 1990 be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee in the amount of One Hundred Dollars.


JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 16th day of February, 1989, by and between VIVIAN LYNN YOUNT, hereinafter called "Wife", party of the first part, and STEVEN H. YOUNT, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 28, 1977, in Reisterstown, Maryland and two children were born to them as a result of the marriage; namely, Natalie Lynn Yount, born September 26, 1980; and Steven Bradley Yount, born March 23, 1986.

For causes arising prior hereto, the parties are not now living together as Husband and Wife. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to settle all questions regarding child support, maintenance and support, alimony, counsel fees, and their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Wife shall have the care and custody of the minor children of the parties hereto with the right and privilege unto Husband to visit with and have said children with him at all reasonable times, including but not limited to, every other weekend and periodic weekday visitation upon mutual consent. Additionally, Husband shall be entitled to visitation for one week in the summer to correspond with his vacation, Husband to make every effort to have said week correspond with Wife's baby-sitter's vacation. The parties shall agree upon arrangements for visitation on the various holidays and the children's birthdays. Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant children the sum of \$550.00 per month for each child, a total of \$1,100.00 per month, said payment being due the 15th of each month, beginning February 15, 1989. The payments with respect to each child shall cease and terminate upon the first to occur of any one of the following events as to any such child: (a) arrival at age eighteen (18) except that if any such child shall then be attending high school at the time of arrival at age eighteen (18), such payments for such child shall continue until said child shall graduate from high school; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

2. Husband shall be allowed the tax exemptions for the minor children of the parties.

3. Husband shall pay to Wife the amount of \$700.00 per month in alimony for a period of two (2) years, with the first payment being due February 1, 1989. Said alimony to terminate prior to the end of the two (2) year period upon either re-marriage of Wife or the death of either party.

4. The parties agree to split equally the cost of tuition, room and board and books at a mutually agreeable college for each of the minor children of the parties, should that child choose to pursue a degree.

5. Husband agrees to carry and keep in force the Lincoln National health insurance or its equivalent on Wife ~~until the date of any Decree of Divorce that may be entered between the parties hereto.~~ *for a minimum of one year, or until wife is covered by her own employer.* In addition, Husband shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties' children for so long as they are eligible. Husband further agrees to make every effort to have his employer pay for all medical and hospitalization costs which are not covered by the said insurance. Any costs not so covered will be split equally by the parties. *for children only (5y).*

6. Husband hereby agrees that Wife shall own, have and enjoy, independent of any claim or right of Husband, all furniture, household goods and furnishings of the marriage as well as all of the wearing apparel, personal ornaments and other personal property belonging to the Wife or minor children of the parties, which is now in her possession, custody or control.

7. Husband shall be entitled to retain his clothing, jewelry and all other personal effects which are now in his possession.

8. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1987 Ford Aerostar Van, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said vehicle in her name alone. Wife shall pay the cost, if any, for the transfer of title.

9. Wife agrees to pay the Equitable Equity Line and the loan from Ford Motor Credit as well as the balances on all joint credit cards, and to indemnify and hold Husband harmless with regard to said debts.

10. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever

discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

11. In consideration for provisions contained herein, and other good and valuable consideration, Husband agrees to convey all of his right, title and interest in the family home, known as 3506 Pleasant Plains Drive, Reisterstown, Maryland, to Wife. Wife shall, at her own expense, cause to be prepared, and Husband agrees to sign, such documents as are necessary to convey Husband's interest in the property to Wife. This conveyance to occur within thirty (30) days from the date of this Agreement. Wife agrees to assume sole responsibility for paying the mortgage, home equity loan and all related expenses for maintaining the marital home and to hold harmless and indemnify Husband against any liability in connection with said mortgage, home equity loan and maintenance expenses.

12. The parties agree that they will each be entitled to one-half ($\frac{1}{2}$) of the then current balances in the IRA accounts set forth in attached Schedule A at the time when withdrawals can be made from said accounts without penalty. At that time, Husband shall make payments to Wife in such amount and upon such schedule as she directs, until Wife has received her entire one-half ($\frac{1}{2}$) interest. He further agrees that he will not make any withdrawal from said accounts prior to the time set forth above.

13. Husband agrees to pay Wife's attorney's fees and court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

14. Each party agrees to waive any and all right, title and interest in or to any pension plan of the other party.

15. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under

Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

16. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

17. With the approval of any Court of competent jurisdiction in which any divorce may now be pending, or which may hereafter be instituted, this Agreement shall be merged into any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to merge this Agreement, or any provision thereof, in said Decree, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

18. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

19. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

20. If either party is forced to take legal action to successfully enforce the provisions of this Agreement, the offending party shall be responsible for paying the enforcing party's attorney's fees and court costs.

21. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

22. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

23. Except for the provisions contained in the paragraphs of this Agreement relating to alimony and the custody, visitation and support of the minor children of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

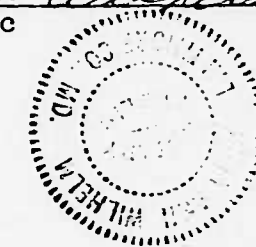
Julia Ann Williams (SEAL)
Witness: *Vivian Lynn Yount*
Steven H. Yount (SEAL)
Witness: *Steven H. Yount*

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 16th day of February, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VIVIAN LYNN YOUNT, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

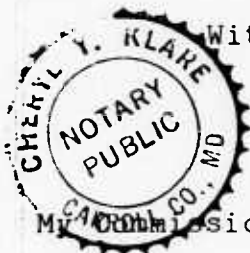
My Commission Expires: July 1, 1990



STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 1st day of February, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared STEVEN H. YOUNT, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.



Cheryl Y. Klare
Notary Public

My Commission Expires: 7/01/90

ADDENDUM TO MARITAL SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 8th day of February, 1990, by and between VIVIAN LYNN YOUNT, hereinafter referred to as "Wife", and STEVEN H. YOUNT, hereinafter referred to as "Husband".

WHEREAS, the parties hereto have previously executed a Marital Settlement Agreement dated February 16, 1989; and

WHEREAS, said parties have mutually decided to change certain particulars of said Agreement.

NOW, THEREFORE, in consideration of certain concessions by both parties and the agreement of both parties to proceed with a divorce proceeding on an uncontested basis, it is the parties' intention that said Agreement be and is hereby amended in the following respects:

FIRST: The Marital Settlement Agreement dated February 16, 1989, except as hereinafter amended, is continued in full force and effect by the parties as their agreement and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

SECOND: Paragraph 1 of said Marital Settlement Agreement is hereby deleted and the following paragraph added:

1. Wife shall have the care and custody of the minor children of the parties hereto with the right and privilege unto Husband to visit with and have said children with him at all reasonable times including, but not limited to, every other weekend from 7:00 p.m. Friday to 8:00 p.m. Sunday and periodic weekday visitation upon mutual consent, said weekday visitation to be from 6:30 p.m. to 9:00 p.m. Additionally, Husband shall be entitled to visit with the minor children of the parties on alternating holidays (Easter, Memorial Day, 4th of July and Thanksgiving) from 9:00 a.m. until 8:00 p.m. Also, Husband shall

be entitled to have visitation with the minor children on Father's Day and Wife shall be entitled to have the children with her on Mother's Day, each from 9:00 a.m. until 8:00 p.m. Additionally, Husband shall be entitled to visitation for one (1) week in the summer to correspond with his vacation, Husband to make every effort to have said week correspond with Wife's babysitter's vacation. Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant children the sum of Five Hundred Fifty Dollars (\$550.00) per month for each child, a total of One Thousand One Hundred Dollars (\$1,100.00) per month, said payment being due the 15th of each month, beginning February 15, 1990. The payments with respect to each child shall cease and terminate upon the first to occur of any one of the following events as to any such child: (a) arrival at age eighteen (18), except that if any such child shall then be attending high school at the time of arrival at age 18, such payments for such child shall continue until such child shall graduate from high school; (b) married; (c) becoming self-supporting; or (d) death of said child or Husband.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Witness: Vivian Lynn Yount (SEAL)
VIVIAN LYNN YOUNT
Witness: Steven H. Yount (SEAL)
STEVEN H. YOUNT

STATE OF MARYLAND, CARROLL COUNTY, to wit:

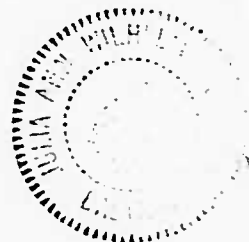
I HEREBY CERTIFY that on this 5th day of February, 1990, a Notary Public in and for the State and County aforesaid, personally appeared VIVIAN LYNN YOUNT, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Marital Settlement Agreement are true and correct as therein stated and acknowledged said Addendum to be her voluntary act and deed.

As witness my hand and Notarial Seal.

Notary Public
Notary Public

My Commission Expires:

July 1, 1990



STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of February, 1990, a Notary Public in and for the State and County aforesaid, personally appeared STEVEN H. YOUNT, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Marital Settlement Agreement are true and correct as therein stated and acknowledged said Addendum to be his voluntary act and deed.

As witness my hand and Notarial Seal.

Notary Public
Notary Public

My Commission Expires:

My Commission Expires July 1, 1990

JAMIE MARIE LEWELLING : In the
 Plaintiff : Circuit Court
 vs : for
 DANIEL RAYMOND LEWELLING : Carroll County
 Defendant : Case No. CV 8811

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14 day of MAY,
 Nineteen Hundred and Ninety, that the above-named Plaintiff, Jamie Marie Lewelling, be and she is hereby granted an Absolute Divorce from the Defendant, Daniel Raymond Lewelling; and

It is further ADJUDGED and ORDERED that the Plaintiff, Jamie Marie Lewelling, be and she is hereby awarded custody of the minor child of the parties hereto, with the right unto the Defendant to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court;

And, it is further ADJUDGED and ORDERED that the Defendant pay unto Plaintiff child support pursuant to the Order in Case No. CV 6103, in the Circuit Court for Carroll County, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


 Judge

ROBERT ROSS MARTIN : In the
 Plaintiff : Circuit Court
 vs : for
 BARBARA JEAN MARTIN : Carroll County
 Defendant : Case No. CV 8516

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of may, Nineteen Hundred and Ninety, that the above-named Plaintiff, Robert Ross Martin, be and he is hereby granted an Absolute Divorce from the Defendant, Barbara Jean Martin; and

It is further ADJUDGED and ORDERED that the Defendant, Barbara Jean Martin, be and she is hereby awarded custody of Wendy Michelle Martin and Christi Jean Martin,, the minor children of the parties hereto, with the right unto the Plaintiff, Robert Ross Martin, to have liberal visitation with said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated March 9, 1990 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, except as to the provision for child support, into this Judgment of Absolute Divorce; and

It is further ORDERED that Plaintiff pay direct unto Defendant the sum of \$50.00 per child per week, for a total of \$100.00 per

6th May 21, 1990

week toward the support of the minor children of the parties, accounting from April 30, 1990, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250;00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Robert K. Burns
 Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 3rd day of December, Nineteen Hundred and Eighty-eight, by and between ROBERT ROSS MARTIN, whose present mailing address is P.O. Box 71, Upperco, Maryland 21155, hereinafter called "Husband", and BARBARA JEAN MARTIN, whose present mailing address is 5533 Emory Road, Upperco, Maryland 21155, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Baltimore County, State of Maryland, on the eleventh day of November, 1972.

The parties have mutually agreed to voluntarily separate and did so on November 8, 1988, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on Nov 8, 1988.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

IN WITNESS WHEREOF, 1

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF MINOR CHILDREN

(5) The Wife shall have custody of the minor children, namely, WENDY MICHELLE MARTIN, born November 4, 1976, and CHRISTI JEAN MARTIN, born August 29, 1979. The parties shall have equal voice in all matters relating to the children's health, education, medical attention, religious training, and similar matters.

SUPPORT OF MINOR CHILDREN

(6) The Husband shall pay unto the Wife the sum of FORTY DOLLARS (\$40.00) per child, per week. In respect to each child, said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

For every year in which Husband is current in his support obligations, he shall be entitled to claim one of the children for income tax purposes. When the older child is no longer eligible for an exemption, the parties shall alternate taking the younger child's exemption until she is no longer eligible for an exemption.

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MINOR CHILDREN'S MEDICAL EXPENSES

(7) Both parties shall maintain health insurance for the benefit of the minor children, and they shall equally divide all medical expenses not covered by said insurance.

VISITATION

(8) Husband shall be afforded liberal rights of visitation with the children and of visitation by the children with him, all of which shall be reasonable as to times and circumstances, including at a minimum, every other weekend, every other holiday, visitation on birthdays, and other times if prior permission is obtained from Wife.

WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

MEDICAL EXPENSES FOR WIFE

(10) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(11) Wife shall be sole and separate owner of the girl's bedroom furniture, all crystal and new china, flowers and baksets, bicycles, VCR and video tapes, computer, computer printer, software, her television set, microwave oven, luggage, upright piano, and spinet piano.

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The parties have heretofore divided their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(12) The 1984 Dodge pickup presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone. The said motor vehicle is subject to a lien of Farmers & Merchants Bank of Fowlesburg, and the Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation.

The 1987 Mercury Lynx automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone. The said motor vehicle is subject to a lien of Sparks State Bank, and the Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

REAL ESTATE

(13) The parties own, as tenants by the entireties, the real property and improvements known as 5533 Emory Road, Upperco, Maryland. In consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), Wife shall convey unto Husband all of her right, title, and interest in and to the said home. Of this amount, THIRTY THOUSAND DOLLARS (\$30,000.00) shall be paid to Wife upon the execution of this Agreement, and THIRTY THOUSAND DOLLARS (\$30,000.00) shall be paid to Wife within thirty (30) days of the date of this Agreement.

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From and after the date of this Agreement, Husband shall be entitled to the exclusive use and possession of the home. Husband shall assume responsibility for the payment of all mortgage payments, real property taxes, insurance premiums, and any and all other expenses related to said home, and he shall indemnify and hold Wife harmless from any claim or action filed against her as a result of any of said obligations.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,
STOCKS, PENSIONS, RETIREMENT ACCOUNTS
AND OTHER MONETARY ASSETS

(14) Wife shall be sole and separate owner of the parties stock in Farmers & Merchants Bank of Fowlesburg, and all savings bonds in the names of the minor children.

All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, pensions, retirement accounts, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(15) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(16) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and

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their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(17) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(18) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated but not merged in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

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ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(19) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(20) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(21) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(22) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of December, Nineteen Hundred and Eighty-eight.

Catherine E. Rupp (SEAL)
WITNESS ROBERT ROSS MARTIN

Barbara Jean Martin (SEAL)
WITNESS BARBARA JEAN MARTIN

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STATE OF MARYLAND, COUNTY OF Carroll, to-wit:

I HEREBY CERTIFY that on this 1st day of December, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT ROSS MARTIN, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Catherine E. Rupp
Notary Public - Commission Expires 7/1/90

STATE OF MARYLAND, COUNTY OF Carroll to-wit:

I HEREBY CERTIFY that on this 8th day of December, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA JEAN MARTIN, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Michael E. Rupp
Notary Public - Commission Expires 7/1/90

JOSEPH SHIPLEY : In the
 Plaintiff : Circuit Court
 vs : for
 LAURA SHIPLEY : Carroll County
 Defendant : Case No. CV 5822

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of may, Nineteen Hudnred and Ninety, that the above-named Plaintiff, Joseph Shipley, be and he is hereby granted an Absolute Divorce from the Defendant, Laura Shipley; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated February 12, 1989, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Lisa H. Burns
 Judge

RECEIVED IN
 CLERK'S OFFICE
 MAY 21 4 15 PM '90
 LARRY SHIPLEY
 CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT was made this 12 day of February, 1989, by and between JOSEPH WALTER SHIPLEY, residing in the County of Carroll, State of Maryland, hereinafter called Husband and LAURA KUHNS SHIPLEY, residing in the County of Carroll, State of Maryland, hereinafter called Wife.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 18, 1985 in Buckeystown, Maryland in accordance with the laws of Maryland. No children were born as a result of the marriage and none are expected.

For causes arising prior hereto, the parties are not now living as Husband and Wife, without waiving any grounds for Divorce which either of them may now or hereafter have against the other. The parties deem it in their best interest to enter into this AGREEMENT to settle all questions of alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and in all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, IN CONSIDERATION of the promises and mutual covenants and understandings of each of the parties, the parties do hereby covenant and agree as follows, all as of the effective date hereof.

RESERVATION OF GROUNDS

Nothing contained in this AGREEMENT shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

MUTUAL WAIVER OF ALIMONY,
SUPPORT AND MAINTENANCE

The Wife, in consideration of the mutual agreement of the parties to live separate and apart, and in further consideration of all the other provisions which inure to the benefit of the Wife, waives any and all rights which she might otherwise have to alimony, either temporary or permanent, or support and maintenance of any kind, now or at any time hereafter existing or accruing to the marriage relation.

The Husband, in consideration of the mutual agreement of the parties to live separate and apart, and in further consideration of all the other provisions contained in this AGREEMENT which inure to the benefit of Husband, waives any and all rights which he might have otherwise have to alimony, either temporary or permanent, or support and maintenance of any kind, now or at any time hereafter existing or accruing to the marriage relation.

PERSONAL PROPERTY

The parties have heretofore divided their personal property including savings and checking accounts to their mutual satisfaction. Each of them may now own, have and enjoy, independently of any claim or right of the other party, all items of personal property of every kind, nature and description and wheresoever situate, which are not owned or held or which may hereafter belong or come to the Husband or Wife and to dispose of same as fully and effectually in all respects and for all purposes, as if they were unmarried.

OUTSTANDING DEBTS
NO FURTHER PLEDGE OF CREDIT

The parties represent unto each other that there are no bills or debts for which the other is responsible. Each party shall hold harmless and indemnify the other against any and all liability in connection with any bills or debts he or she individually is obligated to pay hereafter. From date of this AGREEMENT neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other, except as otherwise provided in this AGREEMENT or by mutual consent of the parties.

COUNSEL FEES AND COURT COSTS

The parties agree that in the event proceedings for a final divorce are instituted by either of the parties, the party so instituting those proceedings will pay all court costs including the fees of the Examiner-Master.

In consideration for the covenants and pledges which inure to the use and benefit of Wife, she does hereby release Husband from any and all claims or contributions for or toward any legal services rendered to her, past, present or future with the exception of any action brought to enforce any of the provisions of this AGREEMENT.

In consideration for the covenants and pledges which inure to the use and benefit of Husband, he does hereby release Wife from any and all claims or contributions for or toward any legal services rendered to him, past, present or future with the exception of any action brought to enforce any of the provisions of this AGREEMENT.

MUTUAL RELEASES

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided or reserved in this AGREEMENT, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest therein, including the right to administer upon the estate of the one so dying.

FURTHER ASSURANCES

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and do any other act or thing that may be necessary or proper to carry into effect any part of this AGREEMENT, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this AGREEMENT. Wife shall sign, contemporaneously with the signing of this Agreement, a gift certification and the title to the 1987 Chevy Truck to transfer title to Husband solely. *AB Just*

INCORPORATION

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this AGREEMENT shall be incorporated in any decree of Absolute Divorce which may be passed by said Court. In the event that the Court shall fail or decline to incorporate this AGREEMENT or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said AGREEMENT or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said AGREEMENT and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

INTEGRATION

This AGREEMENT contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

MARITAL PROPERTY SETTLEMENT PAYMENT

In consideration of Wife's release of claims against Husband, including without limitation, those pursuant to Family Law Article, Section 8-201 through 8-213, Husband shall pay to Wife the sum of Six Thousand Five Hundred Dollars (\$6,500.00). The payment shall be made contemporaneously with the execution of this AGREEMENT by the Husband on the date of a final divorce.

INDEPENDENT COUNSEL
PARTIES FULLY INFORMED

The parties respectively acknowledge that each has had independent legal advice by counsel of his or her own selection; that each fully understands the facts and has been fully informed as to his or her legal rights and obligations; and that having had such advice, and with such knowledge, each of them is signing the AGREEMENT fully and voluntarily.

MODIFICATION AND WAIVER

No modification or waiver by the parties of any of the terms of this AGREEMENT shall be valid unless in writing and executed

with the same formality as this AGREEMENT. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

None of the provisions of this AGREEMENT shall be subject to modification by any Court, pursuant to Section 8-103 of the Family Law Article of the Annotated Code of Maryland. Further this AGREEMENT is entered into in full recognition of Section 8-201 through 8-213 of the Family Law Article of the Annotated Code of Maryland, and accordingly except as specifically provided to the contrary herein, both parties waive any claims they may have under the above-referenced code sections, including but not limited to claims against each other's pension or retirement funds.

EFFECT OF WAIVER

Failure of the Wife or the Husband at any time to require the performance by Husband or Wife of any of the terms, conditions, or provisions on the part of Husband or Wife to be performed hereunder shall in no way affect his or her right thereafter to enforce the same.

MARITAL PROPERTY ACT

Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interest arising under the Marital Property Act, Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as amended from time to time, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of the family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

CONTROLLING LAW

This AGREEMENT shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

If any of the provisions of this AGREEMENT are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

MISCELLANEOUS

Whenever the masculine gender is used herein, it shall also mean the feminine gender where appropriate, and the plural shall mean the singular and vice versa where appropriate.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

No provision of this AGREEMENT shall be interpreted for or against any part hereto by reason that said party or his or her legal representative drafted all or any part hereof.

Should any provision of this AGREEMENT be bound, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this AGREEMENT shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above, to three (3) counterparts of this AGREEMENT, each of which shall constitute an original.

WITNESSETH:

[Signature]
[Signature]
[Signature]
 JOSEPH WALTER SHIPLEY
 LAURA KUHN SHIPLEY (SEAL)

STATE OF MARYLAND COUNTY OF Carroll

TO WIT:

I HEREBY CERTIFY that on this 12 day of February, 1989, before me a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH WALTER SHIPLEY and he made oath under penalties of perjury that the matters and facts with respect to the voluntary separation set forth in the foregoing AGREEMENT are true and correct as therein stated and acknowledged said AGREEMENT to be his act.

AS WITNESS my hand and Notarial Seal.

MICHELE B. HENNESSEY
 NOTARY PUBLIC STATE OF MARYLAND
 My Commission Expires July 1, 1990

(SEAL)
 NOTARY PUBLIC

STATE OF MARYLAND COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 29 day of November, 1989, before me a Notary Public in and for the State and County aforesaid, personally appeared LAURA KUHN SHIPLEY and she made oath under penalties of perjury that the matters and facts with respect to the voluntary separation set forth in the foregoing AGREEMENT are true and correct as therein stated and acknowledged said AGREEMENT to be her act.

AS WITNESS my hand and Notarial Seal.

My commission expires 7-1-90

(SEAL)
 NOTARY PUBLIC

CARL EUGENE EBAUGH : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
SHIRLEY JEANETTE EBAUGH : CARROLL COUNTY
Defendant : CASE NO. CV8395

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 23rd day of May, 1990, that the Plaintiff, CARL EUGENE EBAUGH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SHIRLEY JEANETTE EBAUGH; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties of January 19, 1989, and filed in this case, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

John K. Bunn
JUDGE

fil may 23, 1990

VOLUNTARY SEPARATION AND
MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this _____ day of _____, Nineteen Hundred and Eighty-eight, by and between CARL EUGENE EBAUGH, whose present mailing address is 3469 Uniontown Road, Westminster, Maryland 21157, hereinafter called "Husband", and SHIRLEY JEANETTE EBAUGH, whose present mailing address is 619 Washington Road, Westminster, Maryland 21157, herein-after called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the thirtieth day of May, 1964.

The parties have mutually agreed to voluntarily separate and did so on July 30, 1988, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on July 30, 1988.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party

PLAINTIFF'S EXHIBIT "A"

Pl. #1
4/24/90
X

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shall come to the home of the other without first having given notice of his or her pending arrival.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

NON-WAIVER OF RIGHTS

(3) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

WAIVER OF ALIMONY

(4) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(5) The parties have heretofore divided their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels

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which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

REAL ESTATE

(6) The parties own, as tenants by the entireties, the real property and improvements known as 3469 Uniontown Road, Westminster, Carroll County, Maryland. Immediately upon the execution of this Agreement, the parties shall list the said house for sale with a licensed real estate broker in Carroll County, Maryland. The proceeds of sale shall be applied to the costs of sale, the outstanding balance due on the mortgage held by Westminster Bank and Trust, and the parties' debt to Lillian B. Coe; the balance remaining shall be divided equally between the parties.

From the date of separation through the date of settlement on the house, Husband shall be entitled to the exclusive use and possession of the house. Husband shall assume responsibility for all mortgage payments and other expenses relating to the house during this period, and he shall indemnify Wife for all of said expenses.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS, SAVINGS BONDS, CERTIFICATES OF DEPOSIT, STOCKS, AND OTHER MONETARY ASSETS

(7) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(8) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their

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own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(9) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(10) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

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ment Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(11) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(12) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinsetforth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(13) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

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ENTIRE AGREEMENT

(14) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(15) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(16) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of August, Nineteen Hundred and Eighty-eight.

[Signature]
WITNESS
[Signature]
WITNESS

Carl Eugene Ebaugh (SEAL)
CARL EUGENE EBAUGH - Husband
Shirley Jeanette Ebaugh (SEAL)
SHIRLEY JEANETTE EBAUGH - Wife

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STATE OF MARYLAND, COUNTY OF FREDERICK, to-wit:

I HEREBY CERTIFY that on this 19th day of January, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CARL EUGENE EBAUGH, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Shirley D. Bowers
Notary Public - Commission Expires 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24th day of August, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SHIRLEY JEANETTE EBAUGH, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



[Signature]
Notary Public - Commission Expires 7/1/90

CHERYL LYNN TRENT : In the
Plaintiff : Circuit Court
vs : for
CARL MICHAEL TRENT : Carroll County
Defendant : Case No. CV 6662

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of May, Nineteen Hundred and Ninety, that the above-named Plaintiff, Cheryl Lynn Trent, be and she is hereby granted an Absolute Divorce from the Defendant, Carl Michael Trent; and

It is further ADJUDGED and ORDERED that the Plaintiff, Cheryl Lynn Trent, be and she is hereby awarded the custody of Michael Ryan Trent and Jaime Dianne Trent, the minor children of the parties hereto, with the right unto the Defendant, Carl Michael Trent, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$130.00 every two weeks toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that this order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions

Filed May 21, 1990

set forth in Annotated Code of Maryland, Family Law Article, §10-120 et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burns
Judge

RUTH LORRAINE HARE * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 LEONARD SAMUEL HARE, SR. * CARROLL COUNTY
 Defendant * CASE NO. CV 7100

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

Upon the Plaintiff, RUTH LORRAINE HARE'S, Complaint for Absolute Divorce, the matter having come on for hearing before the Court on May 25, 1990, testimony having been taken, and the premises having been considered, it is, therefore, this 25th day of May, 1990, by the Circuit Court for Carroll County,

ORDERED that the Plaintiff, RUTH LORRAINE HARE, be, and she is hereby, granted an ABSOLUTE DIVORCE from the Defendant, LEONARD SAMUEL HARE, SR.; and it is further

ORDERED that the Cross-Claim for Absolute Divorce filed herein by the Defendant, LEONARD SAMUEL HARE, SR., be, and it is hereby, DISMISSED; and it is further

ORDERED that the MARITAL SETTLEMENT AGREEMENT entered into by the parties on May 25, 1990, be, and it is hereby, incorporated, but not merged, into this JUDGMENT OF DIVORCE as if fully set forth herein.

Ruth K. Bunn
 - JUDGE -

fil. May 25, 1990

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 25th day of May, Nineteen Hundred and Ninety, by and between LEONARD SAMUEL HARE, SR., whose present mailing address is RD1, Miller Road, New Freedom, PA 17349, hereinafter called "Husband", and RUTH LORRAINE HARE, whose present mailing address is 4120 Upper Beckleysville Road, Hampstead, MD 21074, hereinafter called "Wife".

R E C I T A T I O N S :

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Baltimore County, State of Maryland, on the 10th day of October, 1972.

The parties have mutually agreed to voluntarily separate and did so on October 31, 1985, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefit arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
 SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on October 31, 1985.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital



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relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

WAIVER OF ALIMONY

(3) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(4) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their

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respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

REAL ESTATE

(5) The parties own, as tenants by the entireties, certain real property and improvements located on Miller Road in New Freedom, Pennsylvania, and consisting of one 0.77 acre parcel improved by mobile home and one unimproved 0.69 acre parcel. Immediately upon the execution of this Agreement, Husband shall execute a Deed conveying to Wife all of his right, title, and interest in and to the 0.69 acre parcel, which is acknowledge to have a value of approximately TWENTY THOUSAND DOLLARS (\$20,000.00). Wife shall execute a Deed conveying to Husband all of her right, title, and interest in and to said 0.77 acre parcel and mobile home, which is acknowledged to have a value of approximately TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$29,900.00). In each case, the grantee shall bear all costs associated with transfer, including settlement, recording, title examination, financing, and like expenses.

Husband shall assume responsibility for all debts, liens, and obligations relating to either of said lots, and he shall indemnify and hold Wife harmless from any claim or action taken against her as a result of any of said debts, liens, or obligations. Wife expressly covenants to Husband that she has not incurred any such expenses or caused any such lien or encumbrance to be placed against such property.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS SAVINGS BONDS, CERTIFICATES OF DEPOSIT STOCKS, AND OTHER MONETARY ASSETS

(6) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual

except such liens or obligations as may arise by reason of the fact that the 0.69 acre lot was purchased at tax sale.

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satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

PENSION BENEFITS

(7) Husband is the owner of certain pension, profit-sharing, and/or other retirement benefits relating to his employment at Maryland Specialty Wire Company, the present value of which is acknowledged to be approximately SEVENTEEN THOUSAND DOLLARS (\$17,000.00). Wife hereby waives all of her right, title, and interest, whether past, present, or future, in and to said retirement benefits.

MARITAL AWARD

(8) As an adjustment of the parties' interests in their respective property, and with the purpose of effecting an equitable distribution of said properties, Husband shall pay to Wife a marital award in the amount of TEN THOUSAND DOLLARS (\$10,000.00), \$5000 of which shall be due and payable on June 1, 1990, and the remaining \$5000 of which shall be due and payable on December 1, 1990.

DEBTS

(9) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is, by this Agreement more fully provided and set forth.

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WAIVER OF RIGHTS

(10) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Title 2, Subtitle 8, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(11) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

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INCORPORATION OF AGREEMENT

(12) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(13) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(14) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

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INTERPRETATION

(15) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(16) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 28th day of May, Nineteen Hundred and Ninety.

Donald H. Hare (SEAL)
WITNESS LEONARD SAMUEL HARE, SR.

Ruth Lorraine Hare (SEAL)
WITNESS RUTH LORRAINE HARE

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 28th day of May, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LEONARD SAMUEL HARE, SR., and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Joan E. Jones
Notary Public-Commission Expires 11/90



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STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 25th day of May, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RUTH LORRAINE HARE, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public-Commission expires 7/1/90



WILMA S. FISHER	*	IN THE
Plaintiff/	*	CIRCUIT COURT
Counter-Defendant	*	FOR
vs.	*	CARROLL COUNTY
JAMES E. FISHER	*	MARYLAND
Defendant/	*	Case No. CV 7416
Counter-Plaintiff	*	

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

Upon consideration of the testimony taken on May 9 and May 10, 1990 and the terms of the Property Settlement Agreement which were placed on the record on May 10, 1990, it is this 22nd day of May, 1990, by the Circuit Court for Carroll County, Maryland,

ORDERED, that the Counter-Plaintiff is awarded an Absolute Divorce from the Counter-Defendant, and it is further,

ORDERED, that as part of the Property Settlement Agreement between the parties, the Counter-Plaintiff shall pay the Counter-Defendant Twenty Thousand Dollars (\$20,000.00) within thirty (30) days of May 10, 1990; and it is further,

ORDERED, that as a further part of the Property Settlement Agreement between the parties, the parties will immediately offer for sale the boat currently owned by the parties jointly and the Counter-Defendant shall receive Twenty Thousand Dollars (\$20,000.00) from the proceeds of the sale of said boat. In the event that said boat has not been sold by December 31, 1990, the Counter-Plaintiff shall pay the Counter-Defendant Twenty Thousand Dollars (\$20,000.00) in

exchange for which the Counter-Defendant shall sign her interest in said vessel to the Counter-Plaintiff; and it is further,

ORDERED, that as part of the Property Settlement Agreement between the parties, the Counter-Plaintiff shall assume responsibility for all existing marital debts, including, but not limited to, monies owed Union National Bank and the Counter-Plaintiff shall indemnify and hold the Counter-Defendant harmless with respect to any of said obligations; and it is further,

ORDERED, that as part of the Property Settlement Agreement between the parties, the Counter-Plaintiff shall assume responsibility for any tax liability that may be incurred by the Counter-Defendant as a result of the receipt of the Forty Thousand Dollars (\$40,000.00) set forth herein and the sale of the aforementioned boat and he shall indemnify and hold her harmless for any such tax liability; and it is further,

ORDERED, that as part of the Property Settlement Agreement between the parties, the Counter-Plaintiff shall transfer to the Counter-Defendant any interest he may have in the Honda automobile currently owned by the parties jointly; and it is further,

ORDERED, that as part of the Property Settlement Agreement between the parties, the Counter-Plaintiff shall return to the Counter-Defendant any Christmas ornaments which were formerly hers and which are still in the possession of the Counter-Plaintiff; and it is further,

ORDERED, that as part of the Property Settlement

Agreement between the parties, each party shall waive any and all claims or demands which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, 88-201 through 88-213, the amendments thereto, and any claim against the other and against his or her property by virtue of any change of any law of this state subsequent to this Judgment concerning the marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, except that each party reserves the right to enforce provisions contained herein. Each party specifically waives any claim for alimony or a monetary award against the other party; and it is further,

ORDERED, that the open costs with respect to this suit shall be equally divided between the parties.

John K. Burns
JUDGE

APPROVED AS TO FORM:

Marc G. Rasinsky
MARC G. RASINSKY,
Attorney for Counter-Defendant

Richard H. Offutt, Jr.
RICHARD H. OFFUTT, JR.,
Attorney for Counter-Plaintiff

ROBERT JOSEPH CICERI * IN THE
 * CIRCUIT COURT
 * FOR
 v * CARROLL COUNTY
 PHYLLIS AILEENE CICERI * CV NO. 6712
 *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and testimony being submitted by the Plaintiff,

IT IS ORDERED this 25th day of May, Nineteen Hundred and Ninety that the above-named Plaintiff, ROBERT JOSEPH CICERI, be and he is hereby granted an Absolute Divorce from the Defendant, PHYLLIS AILEENE CICERI; and

It is further ORDERED that the Plaintiff, ROBERT JOSEPH CICERI, and the Defendant, PHYLLIS AILEENE CICERI, be and they are hereby granted the joint legal custody of the minor child of the parties, NICHOLAS RAY CICERI, born December 17, 1974, with physical custody to the Plaintiff and liberal reasonable visitation to the Defendant, subject to the continuing jurisdiction of this Court; and

It is further ORDERED that both parties be and they are hereby generally charged with the support of the minor child of the parties, NICHOLAS RAY CICERI, subject to any other or further Orders of this or any other Court of competent jurisdiction; and

It is further ORDERED that both parties are denied alimony by reason of their express waivers and failure to pursue same; and

It is further ORDERED that the Plaintiff shall pay the costs of these proceedings.

Rule H. Burns
 JUDGE

fd May 25, 1990

VICKI RAE HOUCK : In the
 : Circuit Court
 vs. : for
 NEIL ARTHUR HOUCK : Carroll County
 : Case No. CV 8798

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 30th day of May, Nineteen Hundred and Ninety, that the above-named Plaintiff, Vicki Rae Houck, be and she is hereby granted an Absolute Divorce from the Defendant, Neil Arthur Houck; and

It is further ADJUDGED and ORDERED that the Plaintiff, Vicki Rae Houck, be and she is hereby awarded the custody of Toyah Rae Houck and Tina Elizabeth Houck, the minor children of the parties hereto, with the right unto the Defendant to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$50.00 per child per week, for a total of \$100.00 per week, toward the support of the minor children of the parties, and shall maintain medical insurance coverage for said children as provided by his employer, subject to the further Order of this Court;

And, it is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the con-

fd May 30, 1990

ditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 28, 1985 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rude L. Bump
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 28th day of March, 1985, by and between VICKI RAE HOUCK ("Wife") and NEIL ARTHUR HOUCK ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on October 3, 1968, in Carroll County, Maryland. Two children were born to them as a result of their marriage, namely, TOYAH RAE HOUCK, born May 20, 1972, and TINA ELIZABETH HOUCK, born January 21, 1975, hereinafter referred to as ("Children"). Differences have arisen between the parties and they are, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS.

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective

Pl. Exhibit No. 1

heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Code Annotated, § 8-201 through § 8-213, as from time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION.

Wife shall have the care and custody of the Children from Sunday evening to Friday afternoon; Husband shall have the care and custody of the Children from Friday afternoon to Sunday evening. Husband and Wife shall each have Children for an exclusive full two-week period during the summer, the dates of which are to be agreed upon by the parties.

4. CHILD SUPPORT.

Husband shall pay to Wife, for the support and maintenance of each Child, the sum of Fifty Dollars (\$50.00) per week per Child, for a total of One Hundred Dollars (\$100.00) per week for both Children until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

Husband agrees to maintain the Children on his medical insurance provided by his employment (or comparable medical insurance policy) until each Child shall have reached the age of 22 years, provided the Child remains a full-time student and the policy would otherwise permit the coverage.

Husband agrees to maintain Wife on his medical insurance until such time as the parties obtain an absolute divorce.

Husband agrees to maintain the children and Wife on his dental insurance from employment (or comparable dental insurance policy) for the same periods as agreed regarding medical

insurance.

The Children's doctor's office visits and prescription medicine will be paid by either parent who takes the Child to the doctor or purchases the medicine as the case may be.

Wife agrees to remain as Custodian over the Children's Bank Accounts.

5. MUTUAL WAIVER OF ALIMONY.

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. PERSONAL PROPERTY.

With the execution of this Agreement, the parties are dividing their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of Husband's Uncle John's cabinet now in Wife's possession and Wife's china closet with pink glass china and glass dishes now in Husband's possession. At the time of an absolute divorce, or thereafter on request, each agrees to return the item to the other party.

Wife will have use and possession of Husband's 1983 Mercury with Wife assuming responsibility for its care, maintenance and insurance. Husband agrees to convey title to the 1983 Mercury to Wife at such time as the parties obtain an absolute divorce.

Husband shall own free and clear of any interest of Wife, the horse known as Knight Gambler. Wife shall own free and clear of any interest of Husband, the dog known as Saddle.

Wife agrees that Husband is to have all of the funds remaining in the joint account of First National Bank. Husband agrees that Wife is to have the funds remaining in the joint account at Yorkridge, including the current \$10,000.00 certificate of deposit. Each party waives any right to the other's Individual Retirement Account (IRA).

7. MARITAL HOME.

The parties own, as tenants by the entirety, improved premises in Carroll County known as 2397 Coon Club Road, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage. The parties agree that Husband shall have the exclusive right to occupy the Home until the younger Child graduates from high school providing Husband does not remarry or cohabit with anyone else in the Home. The parties agree that at the earliest of such time as Husband no longer desires to live in the Home, or the younger Child graduates from high school or Husband desires to remarry or cohabit, that the Home will be sold and the net proceeds shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sale price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale; (b) all expenses of sale and closing costs; and (c) the mortgage.

Prior to sale under the terms of this Agreement, either party may purchase the other's one-half interest in the Home at an agreed upon price, or after an appraisal of the fair market value of the Home. In the event that no agreement can be reached for a buy-out between the parties, the Home shall be sold pursuant to this Agreement.

Husband agrees until time of sale or buy-out to be solely responsible for all mortgage payments (principal and interest), and all other expenses of the Home, to pay real estate taxes as due and to maintain adequate homeowner's insurance. Husband agrees to make repairs as needed and not to seek contribution or indemnification from Wife for any expenses incurred with regard to the Home, including but not limited to, necessary repairs or optional improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein and shall indemnify her from any liability thereof.

8. DEBTS.

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. LIFE INSURANCE.

Husband agrees to continue the premiums on each Child's Life Insurance Policy for so long as he is liable for Child Support to Provision 4 of this Agreement.

10. INCOME TAX RETURNS.

The parties shall file joint Federal and State income tax returns for the calendar year 1984, as prepared by the parties CPA (Hull). Whether tax is due or refund is made, the parties agree to share the amount between them equally.

11. RESERVATION OF GROUNDS FOR DIVORCE.

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

12. COUNSEL FEES; COURT COSTS.

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future.

13. MISCELLANEOUS.

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage.

Each party was advised that it was to his benefit to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement and failure to be so represented is an express waiver of counsel.

D. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

E. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

F. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

G. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Coleen S. Clemente Vicki Rae Houck (SEAL)
VICKI RAE HOUCK

Susan E. Jones Neil Arthur Houck (SEAL)
NEIL ARTHUR HOUCK

STATE OF MARYLAND, COUNTY OF Carroll, to-wit:

I HEREBY CERTIFY, that on this 28th day of March, 1985, the above-named VICKI RAE HOUCK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Coleen S. Clemente
NOTARY PUBLIC
My Commission Expires: 7-1-86

STATE OF MARYLAND, COUNTY OF Carroll, to-wit:

I HEREBY CERTIFY, that on this 30th day of March, 1985, the above-named NEIL ARTHUR HOUCK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Susan E. Jones
NOTARY PUBLIC
My Commission Expires: 7/1/86

HARRY BLAKE GARDNER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CYNTHIA LYNN GARDNER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8800

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ~~30th~~ day of May, 1990, that the Plaintiff, HARRY BLAKE GARDNER, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CYNTHIA LYNN GARDNER; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, ERIN LYNN GARDNER (born November 8, 1977), MAUREEN ELIZABETH GARDNER (born August 17, 1984) and KATHERINE ELOUISE GARDNER (born October 27, 1982) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that each of the parties is hereby charged generally with the support of said children; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 13, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

fd. May 30, 1990

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rube H. Bunn JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 13th day of February, 1990, by and between CYNTHIA LYNN GARDNER, hereinafter called "Wife," and HARRY BLAKE GARDNER, hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 6, 1974, in Baltimore County, Maryland. Three (3) children were born to them as a result of their marriage, namely, ERIN LYNN GARDNER, MAUREEN ELIZABETH GARDNER, and KATHERINE ELOUISE GARDNER, hereinafter referred to as Children. Differences have arisen between the parties and they are now in the process of making arrangements to live separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

(Rev. 1-19-90)

MA #1
5/8/90
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2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or

at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION. The parties agree that they shall have joint custody of the three (3) minor Children born of said marriage, but that physical possession of said Children shall be granted unto the Husband with reasonable rights of visitation on the part of the Wife at a minimum of one (1) occasion per week. In addition to said visitations, the Children shall visit with the Wife every other weekend from Friday evening until Sunday evening, and spend at least two (2) weeks of the Summer with the Wife. Further, each child shall spend one (1) week individually with the Wife during the Summer. The parties agree that such visitations on the part of the Wife shall be coordinated in such manner that Husband will also have

the Children for an uninterrupted two (2) week period during the Summer vacation. The parties agree to keep each other apprised as to any type of emergency situation which may affect the children and to promptly notify the other as to any such emergency.

4. CHILD SUPPORT. The parties agree that each will be charged generally for the care and support of said minor Children, and that no child support payments will be due from either party hereto to the other for the care and support of said minor Children.

5. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. REAL PROPERTY.

A. The parties own, as tenants by the entireties, improved premises in Carroll County known as 6347 Piney Ridge Drive, Sykesville, Maryland 21784, hereinafter called the "Home." The Home is subject to the lien of a mortgage. The parties agree that Husband shall have the right to occupy said premises until

such time as a final Judgment of Final Divorce is entered between the parties hereto and for a period of three (3) years from and after the date of said Judgment of Final Divorce, but only so long as at least one of said minor children resides therein with the Husband. At the conclusion of said three (3) year period, Husband shall have the option to purchase the Wife's right, title, estate and interest in and to said premises. To determine the purchase price, the parties agree that the fair market value of said premises as of the date of the Agreement is \$113,500.00. Upon Husband's purchase of Wife's equity in said residence aforesaid, she shall be entitled to one-half ($\frac{1}{2}$) of said equity, which is defined as one-half ($\frac{1}{2}$) of the fair market value as of the date hereof so agreed, less (a) one-half ($\frac{1}{2}$) of all expenses of transfer and closing costs; and (b) one-half ($\frac{1}{2}$) of the principal balance on the mortgage owed by the parties on said residence as of the date of this Agreement. The parties further agree that in addition to the payment due Wife for her equity in said residence, at settlement Husband shall pay Wife interest on said sum then determined from the date of this Agreement to the date of closing, which said interest rate shall be computed as that paid by Carroll County Bank and Trust Company on an average figure as of the date of this Agreement for Certificates of Deposit for six (6) month, one (1) year, two (2) year and three (3) year rates respectively. In the event Husband does not exercise his option to purchase Wife's interest in the marital home, then the same shall be listed for sale with a licensed realtor, and after sale thereof and payment of outstanding liens thereon, together with

costs of settlement and realtor's commissions, the remaining proceeds will be divided such that Wife shall receive the same therefrom as if Husband had exercised his option hereunder and Husband shall receive the remaining proceeds.

7. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. The parties agree that the following items of personal property located in their residence shall be the exclusive property of Wife:

- (1) Microwave Oven,
- (2) Serving to dining room set,
- (3) All plants,
- (4) Kitchen pots and pans, which will not disrupt the Children's needs,
- (5) Wok,
- (6) Kitchen table and four (4) chairs,
- (7) One (1) night stand,
- (8) One (1) lamp,
- (9) Dresser from bedroom,
- (10) Rocking chair from bedroom,
- (11) Two (2) sets of towels,
- (12) Any extra curtains,

- (13) Black and white television set, and
- (14) Personal belongings.

C. The parties further agree that all remaining tangible personal property located in their residence shall be the sole and separate property to Husband.

8. DEBTS. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. PENSION: Husband is the participant in a pension plan known as Baltimore Gas and Electric Company Pension Plan. The parties agree that Wife shall be the alternate payee of the aforesaid pension and that the parties' Judgment of Final Divorce shall be a qualified domestic relations order as defined by the Retirement Equity Act of 1984, as from time to time amended. Wife's equitable interest in Husband's pension is hereby declared to be fifty percent (50%) of the "marital share" of said pension benefit, the marital share being the fraction of the benefit

whose numerator shall be the number of months of the parties' marriage during which benefits were being accumulated, and whose denominator shall be the total number of months during which said benefits were accumulated prior to the time when the payment of such benefits shall commence. Wife shall receive fifty percent (50%) of the aforesaid marital share of any payments made from the pension to Husband, including any death benefits, if, as, and when such payments are made.

10. COMMON STOCKS: The parties hereto agree that all stock currently held by Husband, which were acquired during the course of the marriage of the parties hereto up until the date of this Agreement, shall be frozen and held by the Husband and the same shall be set aside as a fund to be held for the higher education of the parties' minor children. The parties further agree that in the event that it is necessary to sell or otherwise liquidate any of said stocks, Husband will properly set aside the proceeds from such sale, after the payment of any taxes and expenses of sale, in and to a fund designated in Husband's name for the benefit of the parties' minor Children set forth herein.

11. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time

to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either

party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

13. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

14. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

15. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

16. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by

written agreement duly executed by each of the parties after the date of the reconciliation.

17. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

18. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

19. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

20. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Cynthia Lynn Gardner (SEAL)
CYNTHIA LYNN GARDNER
Harry Blake Gardner (SEAL)
HARRY BLAKE GARDNER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of February, 1990, the above-named CYNTHIA LYNN GARDNER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Patti A. Johnson
Notary Public

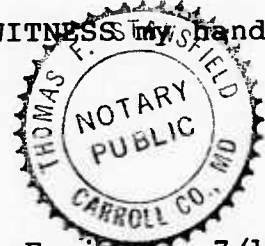
My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of February, 1990, the above named HARRY BLAKE GARDNER, personally appeared before me and made oath in due form of law that the matters and

facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Thomas A. Bissett
Notary Public

My Commission Expires: 7/1/90.

LARRY LIPPOLD	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PATRICIA LIPPOLD	:	Carroll County
Defendant	:	Case No. CV 8995

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 30th day of May, Nineteen Hundred and Ninety, that the above-named Plaintiff, Larry Lippold, be and he is hereby granted an Absolute Divorce from the Defendant, Patricia Lippold; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated March 15, 1990 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Larry Lippold, and the Defendant, Patricia Lippold, be and they are hereby awarded joint custody of Larry Lippold, Jr., the minor child of the parties, with the right unto the Defendant, Patricia Lippold, for visitation with said child as set out in said Agreement; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that both the Plaintiff and the Defendant be and they are hereby charged generally for the support of

filed May 30 1990

the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. B...
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of March, 1990, by and between LARRY LIPPOLD, hereinafter referred to as "Husband", and PATRICIA LIPPOLD, hereinafter referred to as "Wife":

W I T N E S S E T H:

WHEREAS, the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 11th day of August, 1973, in the State of Maryland, County of Baltimore; and,

WHEREAS, as a result of the said marriage, there was one child born, namely: LARRY LIPPOLD, JR., born, May 4, 1975; and,

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 14th day of April, 1989, and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives; and,

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to the equitable division of assets and the provision of support and maintenance of the minor child of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered; and,

NOW THEREFORE in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and

jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The Explanatory Statement set forth above is incorporated herein by reference as if fully set forth below.

The parties agree that they have voluntarily agreed to separate and did separate on the 14th day of April, 1989, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for an Absolute Divorce or a Limited Divorce for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on the grounds of voluntary separation or statutory living apart for the requisite period.

Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding

or proceedings, as he or she may deem convenient, necessary or proper, to obtain a Decree of divorce; and it is hereby expressly agreed that in the event of such proceedings or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby release the other from any charge or liability from his or her counsel fees.

JOINT CUSTODY

The parties agree that the child shall be in their joint custody with the primary residence being with the Husband. Further, the parties agree that Wife shall have the right of liberal visitation with the child at such times and places as the parties shall mutually agree upon.

In the event the parties cannot amicably agree upon the said visitation rights in a reasonable manner, it is agreed that the Wife shall have the right to have the child with her a minimum of every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and shall further have the right to have the child with her for two (2) consecutive or non-consecutive weeks during the summer vacation, provided that Husband is given thirty (30) days advance notice of the anticipated vacation. All other forms of visitation shall be determined by mutual agreement of the parties.

Additionally, the parties agree that all significant decisions concerning the child, including but not limited to the health, education and welfare, shall be decided upon by the parties jointly, and not by either party to the exclusion of the other.

The Husband agrees that he shall not attempt to move the child's residence away from the area without the consent of the Wife; or, in the absence of such consent, without a prior Order of a Maryland Court of competent jurisdiction after notice of the Wife, and an opportunity by her to be heard.

SUPPORT AND MAINTENANCE OF THE MINOR CHILD

The parties agree and acknowledge that they are mutually responsible for the support and maintenance of their minor child and that they shall not, in any way, attempt to avoid or abrogate said responsibility.

Husband and Wife hereby further agree that they shall both be generally chargeable with the support and maintenance of the minor child and shall not seek child support from one another.

In addition to the aforesaid support arrangement, Husband shall maintain medical insurance on the minor child at least equivalent to his current coverage, and he shall also assume responsibility for all of the minor child's medical expenses beyond what may be covered by insurance, and he shall indemnify Wife and hold her harmless for all liability, cost and expenses attributable to health care of said child.

All obligations of Husband and Wife toward support shall cease when the child reaches the age of eighteen, marries, becomes self supporting, enters the military, or upon the death of the minor child or the Husband or Wife, whichever event shall first occur.

DISPOSITION OF PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any

kind or nature in his or her own name, free and clear of any interest of the other.

The Husband and Wife agree that the clothing, personal effects and personal property of the other whatsoever description shall be free of the claim of the other.

WAIVER OF ALIMONY

In consideration of the mutual Agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

WAIVER OF PENSIONS

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan, including, but not limited to, the right either spouse may have to receive any benefit in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity, pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other now or at any time hereafter with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan.

HEALTH INSURANCE

Husband agrees to provide Wife with health insurance until such time as the parties are granted an absolute divorce, provided that said insurance shall remain available to him through his employment at no extra cost. Further, Wife shall assume full

and complete responsibility for all health care expenses not otherwise covered by insurance and shall indemnify Husband and hold him harmless for all liability, cost and expense attributable to the Wife's health care.

EDUCATIONAL ASSISTANCE

Husband agrees to pay Wife's educational expenses up to a maximum amount of Seven Hundred Fifty Dollars (\$750.00) per school year for the years 1990/1991, 1991/1992 and 1992/1993; provided the Wife shall begin her college education by September 1990, and provided that the Wife shall maintain a "C" average or its numeral equivalent for all courses taken.

In the event that the Wife shall not commence her college education as aforesaid or fail to maintain the grade point average specified, she shall forfeit any right, title, claim or interest she may have in and to the educational assistance cited above, and the Husband shall be forever relieved of any obligation to pay same.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1987 Plymouth, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title. Wife agrees to assume any and all liability related to the purchase and operation of said automobile including, but not limited to, loan payments, if any, insurance, general maintenance, and further agrees to hold and save Husband harmless from any such liability.

Wife hereby transfers and assigns unto the Husband, all of her right, title and interest in and to the 1990 Honda, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title in his name alone.

Husband agrees to pay the cost, if any, for the transfer of title. Husband agrees to assume any and all liability related to the purchases and operation of said automobile including, but not limited to, loan payments, if any, insurance, general maintenance, and further agrees to hold and save Wife harmless from any such liability.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, improved premises known as 700 Houcksville Road, Hampstead, Maryland 21074 ("The Home"). The Home is subject to the lien of a mortgage. Within sixty (60) days of the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Husband shall pay to Wife, for Wife's interest in the Home, the total sum of Twenty-Five Thousand Dollars (\$25,000.00).

Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which she covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

DISPOSITION OF SETTLEMENT PROCEEDS

Except as otherwise provided herein Husband and Wife hereby expressly agree and acknowledge that they have accepted the

sum total of Fifty Thousand Dollars (\$50,000.00) in full and complete satisfaction of any and all claims they may have, now or in the future, arising out of personal injuries they sustained in a motor vehicle accident that occurred on or about June 28, 1987. The parties further agree that the net proceeds of the aforesaid settlement shall be divided equally between themselves and that they shall accept full and equal responsibility for the repayment of any monies that may be found to be due and owing as a result of the exercise of any subrogation rights by any insurers involved with the aforesaid claim. The net proceeds of settlement shall mean such sum as remains after deducting from the gross settlement (a) all attorney's fees incurred in connection with the settlement (b) all costs advanced by law firm of Johnson, Parker & Hess, P.A. to pursue the parties' claim, and (c) all outstanding medical/health care obligations.

OUTSTANDING OBLIGATIONS

Except as otherwise expressly provided herein, Husband shall assume all responsibility for debts contracted by the parties, or either of them, up to the date of this Agreement. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any such debts. From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations.

INCOME TAX RETURNS

The parties may, by mutual agreement, file joint Federal and State income tax returns for each calendar year for which the parties are entitled to do so. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro rata, in the same proportion that their respective

separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances and/or refunds; provided, however, that Wife shall not be required to pay any taxes in excess of those which she would be required to pay if she did not file joint tax returns. Each party save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions during all years for which returns are filed.

MISCELLANEOUS PROVISIONS

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, then in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such decree said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation

or abrogation or annulment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the

parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were or are married.

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement, are not subject to any Court modifications, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, or having waived such benefit, signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under MD. Fam. Law Code Ann. §§8-201 to

8-213 (1984, 1988 Cumm. Supp.), including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in four (4) identical, original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This Agreement shall enure to and be binding on the heirs, devisees, legatees, personal representatives and assigns of the parties hereto.

WITNESS the hands and seals of the parties.

Kelley M. Kellam
WITNESS

Larry Lippold (SEAL)
LARRY LIPPOLD

Brian M. Bannix
WITNESS

Patricia Lippold (SEAL)
PATRICIA LIPPOLD

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 15th day of March, 1990, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, LARRY LIPPOLD, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Kelley M. Kellam
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 14th day of March, 1990, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, PATRICIA LIPPOLD, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Brian M. Bannix
NOTARY PUBLIC

My Commission Expires: July 1, 1990

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BOOK 40 PAGE 845

TINA ANN MILLER : In the
Plaintiff : Circuit Court
vs : for
STEVE ALLEN MILLER : Carroll County
Defendant : Case No. CV 8324

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 3rd day of March, Nineteen Hundred and Ninety-two, that the above-named Plaintiff, Tina Ann Miller, be and she is hereby granted an Absolute Divorce from the Defendant, Steve Allen Miller; and

It is further ADJUDGED and ORDERED that the Plaintiff, Tina Ann Miller, be and she is hereby awarded custody of Stephanie Rose Miller, the minor child of the parties hereto, with the right unto the Defendant, Steve Allen Miller, for visitation with said minor child as set out in the Judgment of Limited Divorce dated May 30, 1990, all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of \$70.85 per week toward the support of the minor child pursuant to the Judgment of Limited Divorce, subject to the further Order of this Court; and

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CIRCUIT COURT
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LARRY W. SCHULTZ
CLERK

BOOK 40 PAGE 846

It is further ORDERED that this order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 17, 1991 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half of the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Richard K. Burns
Judge

VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of August, 1991, by and between Tina Ann Miller, hereinafter called "Wife", party of the first part, and Steve Allen Miller, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 27, 1981, in Carroll County, State of Maryland. One child was born to the parties as a result of their marriage, namely, Stephanie Rose Miller, whose date of birth is July 12, 1984;

For causes arising prior hereto, the parties are not now living as man and wife, having on or about August 2, 1989, mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation. Thereafter, Judgment of Limited Divorce was issued by the Circuit Court for Carroll County on May 30, 1990. Without waiving any ground for divorce which either party may now or in the future have against the other, the parties deem it in their best interest to enter into this Agreement pursuant to the provisions of the Family Law Article 8-101 of the Annotated Code of Maryland, to formalize their voluntary separation, to settle their respective property

rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants of each of the parties, they do hereby covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

GROUND FOR DIVORCE

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either may now or in the future have against the other, the same being hereby expressly reserved.

MARITAL RIGHTS

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without cohabitation and having done so since August 2, 1989, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as

fully and to the same extent as if they never had been married.

CHILD CUSTODY AND VISITATION

3. As provided in the Judgment of Limited Divorce issued by the Circuit Court for Carroll County on May 30, 1990, Wife shall have custody of the minor child, Stephanie Rose Miller subject to the following visitation schedule:

1. Every other weekend commencing at 6:00 p.m. on Friday through 6:00 p.m. on Sunday with the child to sleep at the home of her paternal grandmother, Janet Miller, until such time as the Defendant shall relocate to his own living quarters which would provide adequate sleeping arrangements for the child;

2. The parties shall alternate holidays commencing with the Defendant having the child on Memorial Day and alternating thereafter on the following holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. The parties shall equally divide their time with the child on Easter;

3. On the child's birthday, July 12, the Defendant shall have four (4) hours of visitation; and

4. The Defendant shall have an additional period of two (2) weeks visitation with the child.

The parties state that the best interest and welfare of their minor child is of paramount consideration. They shall each make every effort to foster the respect and affection of the

child for the other party, and shall do nothing which would injure the child's opinion of the other, or which would hamper the free and natural development of the love and affection of the child for the other and shall notify the other promptly in the case of any serious illness or injury of the child while the child is in his or her possession or custody.

ALIMONY

4. Husband and Wife agree to mutually waive any right they may have past, present and future, to alimony.

CHILD SUPPORT

5. As provided in the Judgment of Limited Divorce, Husband shall pay child support in the amount of \$70.85 per week until the child reaches the age of majority. Said payments to be made through the Bureau of Support Enforcement.

LIFE AND HEALTH INSURANCE

6. Husband will promptly name the parties' minor child as beneficiary of the current life insurance policy offered on his life by his employer. Husband will also provide health insurance coverage for the child, through Husband's employment. Uninsured health care costs for the child, including

but not limited to deductibles and other non-covered health, dental and orthodontic costs shall be divided equally between the parties. *Each shall consult the other on any substantial costs, before making a decision.*
DISPOSITION OF THE FAMILY HOME

7. The parties own, as tenants by the entireties, the marital residence located at 812 Johahn Drive, Westminster, Maryland, which property has been jointly maintained and used by the parties throughout their marriage as the family home.

In consideration of Wife's payment since August 1989, of the mortgage payments, insurance, property taxes and other expenses necessary to protect the parties' interest in the home, Husband agrees to transfer all his right and title to said property to Wife, and hereby agrees to execute a Deed to that effect promptly upon request by Wife.

Wife agrees to assume full responsibility for payment of the mortgage, insurance, taxes and other expenses, related to the home and furthermore agrees to hold Husband harmless from any liability arising from those obligations.

DISPOSITION OF PERSONAL PROPERTY

8. Each shall be the sole owner of the vehicle now in their respective possessions and agree to hold each other harmless from any liability for vehicle related payments and expenses.

Husband shall receive the electric drill, small tools, workbench and freezer, still in the marital home.

Wife shall keep all other personal property now in her possession.

COUNSEL FEES AND COURT COSTS

9. Court costs, filing fees and Master's fees incurred in obtaining an Absolute Divorce shall be shared equally by the parties. Each shall pay their own counsel fees.

DEBTS AND INDIVIDUAL CREDIT AND TAXES

10. Husband agrees to pay the VISA account of the parties and will hold Wife harmless from any liability thereon. The parties will continue to file income taxes separately. Wife will take the exemption for the minor child.

WAIVER OF ESTATE CLAIM

11. Each party releases and relinquishes any and all claims and rights that she or he may have had, may now have or may hereafter acquire to share in any capacity or to any extent whatsoever in the estate of the other, whether by way of statutory share or distribution in intestacy or election or under the other party's Last Will and Testament or otherwise and to act

as Personal Representative of the other party's Last Will and Testament.

LAST WILL AND TESTAMENT

12. Except as otherwise herein provided, each of the parties shall have the right to make and execute such Last Will and Testament as he or she may deem proper, and to make such disposition of his or her estate, of whatsoever kind or description, in his lifetime, or after his or her death, as he or she may see fit, any provision of the law of the State of Maryland now or hereafter in force notwithstanding.

MUTUAL RELEASE

13. Except as herein provided, the parties hereto shall and do hereby mutually release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever has, now has or may hereafter have against the other, by reason of any matter or cause up to the date of this Agreement, it being the intention of the parties that this Agreement embody all rights and obligations between them.

INCORPORATION OF AGREEMENT IN DIVORCE DECREE

14. If either party shall hereafter obtain a final decree of

divorce against the other, this Agreement and the provisions hereof shall, by reference or otherwise, be incorporated in, but not merged, into said decree and the party obtaining such decree of divorce, shall not incorporate, attempt or cause to be incorporated, any provision in such decree contrary to or at variance with the terms of this Agreement, nor will either party attempt to enforce any decree or judgment which is contrary or at variance with the provisions hereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof, in said decree, then and in that event, the parties, for themselves, their heirs, personal representatives and assigns, agree that they will nevertheless, abide by and carry out all of the provisions hereof.

FAIRNESS OF AGREEMENT

15. Each party to this Agreement has had the opportunity to have the provisions of the Agreement and their legal effect fully explained to them. Each party affirms and acknowledges that the financial status of the parties has been fully explained to them and they acknowledge that it is a fair agreement and is not the result of fraud, duress, or undue influence exercised by either party upon the other or by any other person; and they agree that this Agreement contains the entire understanding of the parties and that there are no representations, promises, warranties, covenants or undertakings other than those expressly

set forth herein.

WAIVER OF TERMS

16. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant or provision, the same remaining in full force and effect.

FURTHER ASSURANCES

17. Each of the parties covenants and agrees to execute, acknowledge and deliver to the other, any and all papers, documents, instruments and writings that may be necessary or reasonably required to effectuate the objects and purposes of this Agreement.

CONTROLLING LAW

18. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

CAPTIONS

19. The captions utilized in this Agreement are for identification and convenience purposes only and shall not be construed contrary to the intent or meaning of the separate

paragraphs that they indentify in the body of this Agreement.

WITNESS the hands and seals of the parties hereto.

TEST:

WITNESS

Charles J. Bencher

WITNESS

Charles J. Bencher

Tina A. Miller (SEAL)
TINA ANN MILLER

Steve A. Miller (SEAL)
STEVE ALLEN MILLER

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ ^{CARROLL}, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TINA ANN MILLER, one of the parties named in the above Agreement, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Patricia C. Burr
NOTARY PUBLIC

My Commission expires: Dec 1, 1991

BOOK 40 PAGE 857

STATE OF MARYLAND, COUNTY OF ^{CARROLL} ~~BALTIMORE~~, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEVE ALLEN MILLER, one of the parties named in the above Agreement, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Patricia C. Bue
NOTARY PUBLIC

My Commission expires: Dec 1, 1991

BOOK 40 PAGE 858

CINDY A. LAWSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
TIMOTHY H. LAWSON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8721

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, CINDY A. LAWSON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, TIMOTHY H. LAWSON; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, HEATHER ANNE LAWSON (born March 21, 1979) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Forty Dollars (\$40.00) per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

fil. May 30, 1990

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

Richard K. Bury
JUDGE

DUANE I. MAERTEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
LINDA R. MAERTEN	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8638

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, DUANE I. MAERTEN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LINDA R. MAERTEN; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated December 9, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Richard K. Bury
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
MAY 30 14 35 PM '90
LARRY W. SHIPLEY
CLERK

SEPARATION AGREEMENT

THIS AGREEMENT made and entered into at Westminster, Maryland, effective as of the 9th day of December, 1988 by and between Linda R. Maerten, hereafter sometimes referred to as the "Wife" and Duane I. Maerten, hereafter sometimes referred to as the "Husband".

WITNESSETH THAT:

WHEREAS, the parties hereto are Husband and Wife, having been married on the 24th day of November, 1985, at Baltimore Maryland; that no children were born to them.

WHEREAS, irreconcilable differences have arisen between the parties, rendering it impossible for them to live together as Husband and Wife, said parties mutually and voluntarily agree to separate and live separate and apart, without cohabitation and have done so beginning December 9, 1988.

WHEREAS, the parties desire to agree upon and make a settlement of their respective property rights and to adjust any and all rights and obligations arising out of their marriage relationship.

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NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings of the parties hereto, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each, the parties hereto agree as follows:

1. SEPARATION. The parties shall at all times hereafter live separate and apart, from the date of this agreement. This being done with the intention of ending their marriage, there being no reasonable hope or expectation of reconciliation. The separation of the parties is mutual and voluntary by agreement of both parties.

Neither of the parties shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other, or to have marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been married. The parties understand, however, that they are still legally married and that they will not be eligible for an Absolute Divorce based on grounds of voluntary separation in the State of Maryland until such time as they have lived separate and apart, without cohabitation, and without interruption, for a period of more than twelve (12) months.

Nothing contained in this Agreement shall be construed as a waiver by either of the parties for any ground of divorce which either of them may now have or hereafter have against the other, the same being hereby expressed reserved.

2. ALIMONY. Both parties, now and forever waive their respective rights that they may have for temporary or permanent alimony or alimony in any form. Both parties agree that no Court shall modify this paragraph.

3. TANGIBLE PERSONAL PROPERTY. The parties agree each should keep the furniture, furnishings, etc. that each brought to the marriage. Marriage gifts have been divided. Each shall keep their property in their respective possession free of any claim from the other. Of the items purchased jointly, the Wife will keep the VCR, the piano; the Husband will keep the stereo outfit, the computer system, and the Grandfather clock. Each will keep all personal effects of clothing, jewelry, etc.

The Husband agrees that the wife may store any furniture, furnishing, etc. in the Washington Road home for a period of one year following the signing of this AGREEMENT

4. AUTOMOBILE. The Husband is the owner of a 1987 Pontiac, 6000. The Husband agrees to transfer to the Wife all of his right, title and interest to said automobile. The Husband further agrees to make all payments thereon to the Federal Credit Union, Washington, D.C. until such vehicle is paid in full.

The Husband also agrees to pay insurance premiums on said automobile through May, 1989. The Wife shall pay for all maintenance and up keep and keep the Husband free and harmless from and on account of any liability therefore.

5. REAL ESTATE. The parties own a single family residence on 25 Briarwood Road, Catonsville. The Husband agrees to convey to the Wife by deed all of his right, title and interest in said property by December 9th, 1990.

The parties have a second mortgage on said property held by The Money Store, Loan # 36-01-008040-6. The approximate amount owed on the loan is \$16,300.00, current monthly payments are 226.40. The Husband agrees to fully pay this mortgage to the Money Store by December 9th, 1990. He further agrees to hold the wife harmless and indemnify her from any liability arising out of said mortgage.

The parties have a First mortgage with Fleet Funding, loan # 1707888. The approximate amount owed is \$32,000.00 payable in monthly payments of 414.00. The wife agrees to make all the payments on this mortgage and to hold the Husband harmless and indemnify him from any liability arising out of said mortgage.

Any rental income from this property from December 9, 1988 until December 9, 1989, or the termination of the current lease will be used to off set the mortgage payments listed above. The wife agrees to pay the \$39.00 difference between rental

income and the sum of both mortgage payments until the current lease is terminated or until December 9, 1989.

There is a \$600.00 security deposit owed to Mr. and Mrs. James Keifer, The Husband agrees to re-pay that Security Deposit. This money will be placed in the Savings Account No. 07-001093-6, at Baltimore County Savings, Catonsville, Md. to be returned to the Keifers upon satisfactorily meeting the rental requirements as outlined in their rental agreement with the Maertens.

6. CURATORSHIP PROGRAM. The parties are involved in a contract with the State of Maryland, Department of Natural Resources, to restore a house located at 3336 Old Washington Road, Westminster, Maryland. The Wife hereby gives to the Husband all of her right, title, interest and debts involved in this contract. The Husband shall hold the Wife harmless and indemnify her from any liability arising out of this property and the Curatorship program.

7. INTANGIBLE PERSONAL PROPERTY The parties have already divided funds from a joint checking and savings account with First National Bank. The wife agrees to give up any interest in savings bonds currently belonging to the Husband.

8. INCOME TAXES. The parties do hereby agree that for Federal and State income tax purposes to file jointly for 1988. Any returned tax monies will be divided evenly between the two parties.

9. INSURANCE. The husband agrees to continue present coverage of Health Insurance as held with Mail Handlers Insurance Company. He agrees to continue present coverage of Life Insurance as held with Federal Employees Group Life Insurance Plan. The coverage for Health and Life Insurance shall continue while the wife seeks full time employment; this coverage will end December 9, 1989.

10. DEBTS. The parties have incurred certain debts during their married life which are not yet paid. The Wife agrees to pay those listed in her name (Sears, Equitable, Chrysler First Financial.) The Husband agrees to pay for debts listed in his name. Both parties agree to hold each other harmless in connection with these debts. Neither party shall incur in the future any obligation or contract any debts on the credit of the other, and neither party shall incur any liabilities with which the other party may be chargeable. Each party agrees to indemnify and save the other harmless with respect to any debts or obligations, present, past and future, except as otherwise set forth in this AGREEMENT.

11. RELEASES. Except as here and above provided, each party releases and discharges completely and forever the other from any and all rights of past, present and future support, division of property, right of dower, right to act as administrator or executor in the estate of the other, right of distributive share in the other's estate, right of exemption in the estate of the other, or any other property rights, benefits of privileges accruing to either party by virtue of said marriage relationship, or otherwise, and whether the same are conferred by the statutory law or the common law of Maryland, of any other State of the United States of America. It is the understanding between the parties that this AGREEMENT, except as otherwise provided herein, forever and completely adjusts, settles, disposes of and completely terminates, any and all rights, claims, privileges and benefits that each now has, or each may have a reason to believe each has against the other, arising out of said marriage relationship or otherwise, and whether the same are conferred by the laws of the State of Maryland, of any other State, or of the United States of America, and which are now, or which may hereafter be, in force and effect. Each party further agrees that, upon the request of the other, he or she will execute any and all instruments in writing which may be necessary to carry out the terms of this AGREEMENT and to enable the other to sell, convey, mortgage or otherwise dispose of or deal with the other's property free from all claims and demands of the

other including any rights in Maryland Marital Property Act.

12. MODIFICATION. This AGREEMENT shall not be altered, changed, or modified, by either party or by the Court except in writing and signed by both parties.

13. DIVORCE. If a Divorce proceeding is instituted, this AGREEMENT shall be submitted to the Court for its consideration and in the event that it is found to be fair and reasonable, the same shall be carried into and made a part of the final decree. This AGREEMENT may be incorporated in any decree that may be granted in any action hereafter instituted by either party, but it shall not be merged in such decree. It shall survive and be forever binding and conclusive on the parties.

14. FULL UNDERSTANDING. Each party fully understands all of the terms herein set forth, and all of the said terms represent and constitute the entire understanding between them, and that each has read this AGREEMENT and finds the same to be in accordance with his or her understanding, that each does hereby voluntarily execute this AGREEMENT and affix his or her signature in the presence of witnesses indicated below.

IN WITNESS WHEREOF, said parties have affixed their signatures hereto to four counterparts of this AGREEMENT, each of which shall constitute an original as of the day and year first above written.

Deane Maerten December 9, 1988
Linda R Maerten December 9, 1988
E. Peter Schwartz December 10, 1988
Stephen J. Zancan December 10, 1988

JAMES R. VANLEEUWEN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 MARY FRANCES VANLEEUWEN : CARROLL COUNTY
 Defendant : CASE NO. CV8603

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, JAMES R. VANLEEUWEN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY FRANCES VANLEEUWEN; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated March 12, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

Paul K. Bump
 JUDGE

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 MAY 30 4 36 PM '90
 LARRY W. ZIMMER
 CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of August, 1989, by and between Mary F. VanLeeuwen, hereinafter referred to as "WIFE", party of the first part and James R. VanLeeuwen, hereinafter referred to as "HUSBAND", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on February 8, 1964 in Baltimore, Maryland. Two children were born as a result of this marriage, namely, Laura Ann VanLeeuwen, on April 24, 1968, now a college student, and Scott David VanLeeuwen, on February 12, 1970.

Differences have arisen between the parties and they are now, and have been, since March 12, 1988, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the premises and the mutual covenants and understanding of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, all as of the effective date hereof, as follows:

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an

1. NON WAIVER OF GROUNDS FOR DIVORCE: Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any grounds for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. AGREEMENT TO SEPARATE: The parties hereto did voluntarily and mutually agree to separate on March 12, 1988, with the intent and purpose of terminating the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation, and in separate abodes, with the intent and purpose of terminating the marriage relationship.

They agree that neither shall interfere with or molest the other, nor endeavor in any manner to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as if they had never been joined in marriage so far as the law allows. The parties presently recognize no possibility of a reconciliation.

3. WAIVER OF ALIMONY: In consideration of the mutual agreement of the parties to voluntarily live separate and apart, and the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, unless otherwise noted, herein.

4. DISPOSITION OF MARITAL HOME: The parties own, as tenants by the entireties, the improved premises known as 1220 Carrolllyn Drive, South, Westminster, Maryland, 21157, hereinafter referred to as the "home".

The home is subject to a mortgage of approximately Four Thousand Ninety-Eight Dollars and Seventy-Four Cents (\$4,098.74) and a home equity loan approximating Thirty Thousand Eighty-Eight Dollars and Sixty-Nine Cents (\$30,088.69). The parties agree that the Wife and children of this union shall remain in the marital home until the youngest child, Scott David VanLeeuwen, graduates college sometime during the summer or winter of 1993. Should the youngest child not have graduated college by the aforementioned time, the home will still be disposed of in accordance with the following terms. An immediate appraisal will be made of the home to determine its fair market value by a certified residential property appraiser as may be recognized by the State of Maryland. Upon the payment of all debts on the property, the remaining equity, if any, is to be evenly divided between the parties, less any monies that may be due them, respectively.

5. PERSONAL PROPERTY: Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband; and, all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of the Husband, free and clear

of any interest of the Wife.

Each party shall retain, for his or her sole and separate use, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, profit sharing plans, individual retirement accounts, pensions, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other, unless hereinafter, so excluded and designated.

It is specifically understood and agreed to by the parties that neither will have the right to change the primary beneficiary of their respective life insurance policies now in effect until one of the said parties remarries. It is also understood and agreed by the parties that neither has the right to change the primary beneficiary of their respective pension plan while both parties are still living.

The Husband and Wife agree to close all credit and charge accounts which may currently be held in the joint names of both Husband and Wife within thirty (30) days after the execution of this Agreement.

The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other property belonging to the Husband and now in his possession, custody or control.

The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all

wearing apparel, personal ornaments and other property belonging to the Wife and now in her possession, custody or control.

6. OUTSTANDING DEBTS - NO FURTHER PLEDGE OF CREDIT: The parties agree that all joint debts incurred by them prior to the date of separation shall be divided equally between them. Each party shall hold harmless and indemnify the other against any and all liability in connection with each of said bills and debts as he or she is obligated to pay hereunder. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

7. COUNSEL FEES AND COURT COSTS: Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

8. INCOME TAX RETURNS: The parties shall file separate Federal and State income tax returns for the calendar year 1989. The Wife will take both children as her dependents for Internal Revenue Service purposes.

9. MUTUAL RELEASES: Any cause or ground which either of the parties may now or hereafter have against the other and except for the rights provided or reserved in this Agreement, the

parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claims which said parties might now have or which they may hereafter have as the Husband, Wife, Widower, Widow, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and Widow's or Widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. FURTHER ASSURANCES: The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and do any other act or thing that may be necessary or proper now or at a future date to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be

necessary to carry out the purposes of this Agreement.

11. INCORPORATION: With approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

12. INTEGRATION: This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein and no future agreement shall be deemed binding upon either party unless reduced to writing and made part hereof as provided in No. 15, infra.

13. INDEPENDENT COUNSEL, PARTIES FULLY INFORMED: Each party hereto declares that he or she has read the foregoing VOLUNTARY

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT, and that he or she has had the right to independent legal advice by counsel of his or her selection, and that each fully understands the facts and has had an opportunity to seek legal advice as to his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

14. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

None of the provisions of this Agreement shall be subject to modification by any Court.

15. CONTROLLING LAW: This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

16. ARBITRATION: Any claim, dispute, or misunderstanding arising out of or in connection with this Agreement or the interpretation or meaning of any part thereof shall be arbitrated by the parties before some arbitrator mutually acceptable to both parties. If, within one month after either of the parties has requested arbitration, the selection of an arbitrator has not been completed, then an arbitrator will be selected, on the request of either party, by the American Arbitration Association, and the arbitration shall proceed in accordance with the existing

rules of that Association. The award of the arbitrator shall be final and binding upon both parties, and judgment may be entered thereon in any court having jurisdiction. The cost of the arbitration shall be borne as the arbitrator may direct. It is the intention of the parties, if occasion arises for an arbitration, that the arbitration proceed with reasonable promptness and that a determination be made without undue delay.

17. DISCLOSURE AND EFFECTIVE DATE: The parties hereby swear and affirm that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person and that they will be bound by the provisions of this Agreement, in fact and in law. The parties do each warrant that they have made a full and complete disclosure to the other of all sources of income, debt and property owned by them, whether real, personal, or mixed, whether titled in their name or in the name of others, and all rights, liabilities, titles, interests, and/or claims each may have whether inchoate or otherwise.

ADDENDUM TO VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

In addition to the Voluntary Separation and Property Settlement Agreement set forth above, it is also understood and agreed by the parties that the following items shall be included in and be a part of the Voluntary Separation and Property Settlement Agreement:

A - The husband will pay to the wife four hundred dollars (\$400.00) per month towards the general welfare and upkeep of the marital home until it is disposed of as set forth in Item No. 4 above.

B - The husband agrees to also pay to the wife, for the benefit of their son, Scott David VanLeeuwen, the sum of one hundred dollars (\$100.00) per month for a period of one (1) year to help defray the costs of the son's monthly automobile payments. It is specifically understood that this one hundred dollars (\$100.00) per month is to be paid only on the condition that the son remains in school during the next year.

C - The husband further agrees to share with the wife, equally, in the maintenance and repairs that may be needed in the marital home until the said home is disposed of in accordance with No. 4 above.

D - The wife desires to retain the use of her married name should this Voluntary Separation and Property Settlement Agreement and Addendum result in an absolute divorce.

E - It is further understood that before the marital home is sold, the wife has the right of first refusal to buy same from the husband.

F - Should the wife decide not to buy the marital home as set forth above, then the husband shall first have the right to buy the wife's interest in said marital home before it is disposed of in accordance with Item No. 4 above.

The effective date of this Voluntary Separation and Property Settlement Agreement and Addendum shall be August 17, 1989.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

WITNESS:

Helena E. Katz

Helena E. Katz

Mary F. VanLeeuwen (SEAL)
MARY F. VANLEEUEWEN

James R. VanLeeuwen (SEAL)
JAMES R. VANLEEUEWEN

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1989, before me, a Notary Public of the State of Maryland, personally appeared MARY F. VANLEEUWEN, and she made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation and Property Settlement Agreement and Addendum, either as recitals or as agreements, are true and correct as therein stated; and further acknowledged the foregoing Voluntary Separation and Property Settlement Agreement and Addendum to be her act.

AS WITNESS my hand and Notarial Seal.

Shelton E. Keef
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1989, before me, a Notary Public of the State of Maryland, personally appeared JAMES R. VANLEEUWEN, and he made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation and Property Settlement Agreement and Addendum, either as recitals or as agreements, are true and correct as therein stated; and further acknowledged the foregoing Voluntary Separation and Property Settlement Agreement and Addendum to be his act.

AS WITNESS my hand and Notarial Seal.

Shelton E. Keef
NOTARY PUBLIC

My Commission Expires: July 1, 1990

GREGORY ALLAN BECHTEL	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH J. BECHTEL	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8585

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, GREGORY ALLAN BECHTEL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH J. BECHTEL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated January 21, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Paul K. B.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
May 30 4 20 PM '90
LAWRENCE SHIPLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 21st day of March, 1990, by and between DEBORAH J. BECHTEL, hereinafter called Wife, and GREGORY A. BECHTEL, hereinafter called Husband.

R E C I T A T I O N S

WHEREAS, the parties hereto were lawfully married on February 3, 1979 in a religious ceremony in Carroll County, Maryland; and

WHEREAS, the parties have decided to live separate and apart with the separation having begun on May 8, 1988; and

WHEREAS, it is the mutual desire of the parties in this Agreement to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation having commenced on May 8, 1988.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency until the date of a final Judgment of Divorce.

Exhibit No. 1

2. PERSONAL PROPERTY AND AUTOMOBILES

Prior to the execution of this Agreement, the parties agreed upon a division of their personal property. The parties agree that all tangible personal property and household chattels presently located at the parties marital home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. The parties agree that all tangible personal property and household chattels that are in Wife's possession shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

3. REAL ESTATE

The parties own, as tenants by the entireties, improved premises in Carroll County, Maryland, known as 2618 Manchester Road, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage. As soon as practical following the execution of this Agreement, Wife shall convey to Husband, all of her right, title and interest in and to the Home and shall execute any Deed, Deed of Trust, Assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. From and after May 8, 1988 Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including, but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefore. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

4. PENSION/BANK ACCOUNTS

Each party waives all claim to pension, profit sharing or retirement plans(s) owned by the other and further waives all claim to any bank accounts owned by the other.

5. DEBTS

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for thier respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and thier personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

6. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support and maintenance.

7. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title,

interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

9. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

10. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Court costs arising out of this Agreement and any subsequent divorce action shall be paid by the party instituting the action. Court costs arising out of any Contempt action involving the parties to this Agreement shall be paid as directed by the appropriate Court.

11. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to

incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

12. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

13. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

14. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

15. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

WITNESS	DEBORAH J. BECHTEL (SEAL)
WITNESS	GREGORY A. BECHTEL (SEAL)

STATE OF MARYLAND) TO WIT:
COUNTY OF)

I HEREBY CERTIFY that on this _____ day of _____, 1990, the above-named DEBORAH J. BECHTEL, personally appeared before me and made oath in due form of law that the facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof. AS

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 07/01/90

STATE OF MARYLAND) TO WIT:
COUNTY OF)

I HEREBY CERTIFY that on this _____ day of _____, 1990, the above-named GREGORY A. BECHTEL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 07/01/90

JOYCE ELAINE STRETTON : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 PAUL THOMAS STRETTON : CARROLL COUNTY
 Defendant : CASE NO. CV8517

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, JOYCE ELAINE STRETTON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, PAUL THOMAS STRETTON; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 27, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

Robt K. Bunt

JUDGE

RECEIVED IN
 CIRCUIT COURT
 CARROLL COUNTY MD
 MAY 30 11 20 AM '90
 LARRY SHIPLEY
 CLERK

THIS AGREEMENT, made this 27 day of February, 1989, by and between JOYCE ELAINE STRETTON, hereinafter called "Wife", party of the first part, and PAUL THOMAS STRETTON, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 14, 1962, in Baltimore City, Maryland. Two (2) children were born to them as a result of the marriage; namely, BRUCE THOMAS STRETTON, born June 21, 1966, and ALLEN PAUL STRETTON, born February 12, 1971.

On December 30, 1988, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights, the custody and support of ALLEN PAUL STRETTON, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

Pl #1
 5/1/90
 a

1. A. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

B. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since December 30, 1988, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

2. Wife shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Husband to visit with and have said child with him at reasonable times. Husband shall pay unto Wife towards the support, maintenance, education and general welfare of ALLEN PAUL STRETTON the sum of Thirty-five Dollars (\$35.00) ^{when Allen is attending school} per week. Said payments shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) withdrawal or

graduation from college; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

The parties agree to equally divide the cost of college education for said child through four (4) consecutive years, including tuition, books, room and board, travel expenses, activity fees and all other expenses which normally attend such college education, plus a reasonable living allowance.

3. Wife shall carry and keep in force her presently existing family health plan available to her through her employer on Husband until the date of any Judgment of Divorce that may be entered between the parties hereto. In addition, Wife shall carry and keep in force said insurance for the benefit of ALLEN PAUL STRETTON. ALL medical and dental expenses not covered by Wife's medical insurance, shall be shared equally by the parties. Husband and Wife's obligation under this paragraph as to said child shall cease and terminate upon the first to occur of any one of the following events: (a) withdrawal or graduation from college; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband and Wife, as the case may be.

4. Each party shall keep the other advised of his or her address or telephone number, and neither shall come to the residence of the other for purposes of visitation without a prior telephone call or other prior arrangement.

5. Husband shall keep in force and pay the premiums on his presently existing life insurance policies as set forth below with Wife remaining as beneficiary.

A. Monumental Life Insurance policy number 001159616 with a face value of \$20,000.00;

B. Monumental Life Insurance policy number 001306235 with a face value of \$15,000.00;

C. Monumental Life Insurance policy number 001147229 with a face value of \$10,000.00;

6. Husband shall be entitled to retain those items of household furniture and personal property as shown on a list attached hereto and incorporated by reference herein as "Attachment I", as well as all of his clothing, jewelry and personal effects.

7. Wife is entitled to retain the remaining household furniture and personal property as well as her clothing, jewelry and personal effects.

8. Each of the parties with respect to the aforementioned distribution of household furniture and other personal property of the parties hereby transfers and assigns unto the other all of their respective right and interest in and to such household furniture and other personal property in accordance with said distribution.

9. Husband and Wife acknowledge and agree that the three (3) certificates of deposit with Farmers' and Mechanics' National Bank, each in the amount of \$2,000.00, shall be allocated as follows:

One (1) certificate of deposit number 111041101667 in the amount of \$2,000.00 shall be retained by Husband as his sole, separate and individual property. The two (2) remaining certificates of deposit numbers 111041101668 and 111041101669, each in the amount of \$2,000.00, shall be retained by Wife in trust for the benefit of ALLEN PAUL STRETTON, until such time as the funds will be needed for college expenses for said child. If said child does not attend college then the funds in said account shall be equally divided between the parties hereto.

10. The parties further agree that each shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her, to dispose of the same as fully and effectually, in all respects and for all purposes as if he or she were unmarried.

11. Wife shall be entitled to retain as her sole, separate and individual property the 1981 Chevrolet Station Wagon which is titled in her name alone but used by Allen Paul Stretton as well as the 1988 Hyundai automobile titled in the name of Husband and Wife. With respect to the Hyundai automobile,

Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to said automobile, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the costs, if any, for the transfer of title. Husband and Wife each agree to be responsible for one-half (1/2) of the monthly payment of the outstanding secured debt on said automobile to GMAC.

12. Husband shall be entitled to retain as his sole, separate and individual property the 1986 Plymouth Colt automobile titled in his name alone. Husband and Wife each agree to be responsible for one-half (1/2) of the monthly payments on the outstanding secured debt on said automobile to Farmers' and Mechanics' National Bank.

13. The parties acknowledge and agree that the 1986 GMC Truck titled in the names of the Wife and the parties' son, BRUCE THOMAS STRETTON, will be retained by said son for his use and that the indebtedness for said truck is the responsibility of said son.

14. Husband and Wife own as tenants by the entireties, that real property known as 609 Oneta Drive, Westminster, Maryland 21157, as described in a Deed recorded among the Land Records of Carroll County in Liber No. 794, folio 685, hereinafter (the "Home"). The Home is subject to a lien of a

mortgage. Wife and children shall have the exclusive right to occupy the home until the first to occur of (a) Wife's remarriage; or (b) that date which is mutually agreed upon for Wife to leave the marital home. So long as Wife continues to occupy the home in accordance herewith, she shall be solely responsible to pay the mortgage and all other expenses of the home, including, but limited to, water and utility bills, real property taxes, telephone bills and insurance premiums on the home and contents, and all necessary repairs up to \$100.00. Any major and/or minor repairs exceeding \$100.00 shall be the joint responsibility of the parties. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify him from any liability thereof. Upon the first occur of the foregoing events, or upon the earlier desire of Wife to sell the home, the parties shall sell the home, either directly or through a broker of their choice, at a price agreed upon by the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their counsel. Wife and children may continue to occupy the home until the closing. The parties shall execute any contract to make a sale of the home and any deed and/or other document necessary to consummate the sale under contract and in accordance with this Paragraph. Upon the sale of the Home in accordance herewith, the net proceeds of sale shall be divided equally between the

parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (1) any broker's commissions and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, (3) the principal, accrued interest and any prepayment penalty due on the mortgage, and (4) a reimbursement to Wife for interest, real property taxes, hazard insurance and any reduction in principal due on the mortgage which she has made during her occupancy since the date of this Agreement. Wife shall be entitled to retain, as her sole and separate property, any funds credited and/or refunded to the parties from any mortgage escrow account.

Notwithstanding anything to the contrary contained herein, in the event of the death of either party before their marriage is terminated by a Judgment of Absolute Divorce, the parties' children shall succeed equally to the interest of the deceased party in the marital home, which shall become the property of the survivor, free and clear of any interest of the estate of the deceased party. Each party specifically releases his or her right to share in the proceeds of the sale of the marital home in the event of his or her death prior to the entry of a Judgment of Absolute Divorce.

15. Husband shall be obligated to personally pay all the obligations and accounts incurred by him prior to the execution of this Agreement, specifically the Montgomery Ward's account

with an approximate balance of \$300.00 and Husband agrees to indemnify Wife and hold her harmless for any claim or claims made or arising thereunder.

16. Wife shall be obligated to personally pay all obligations and accounts incurred by her prior to the execution of this Agreement, specifically the Sears account with an approximate balance of \$225.00 and Wife agrees to indemnify Husband and hold him harmless for any claim or claims made or arising thereunder.

17. The parties acknowledge and agree that the following joint indebtedness of the parties hereto, incurred jointly by them, shall be disposed of in the following manner:

A. Comsat Credit Union Home Improvement Loan shall be the responsibility of Husband and Wife, and Husband agrees to pay one-half (1/2) of the monthly payments to Wife by the first date of each and every month until said indebtedness is paid in full.

B. Loan indebtedness for water pump shall likewise be the responsibility of both parties and in that respect Husband agrees to pay to Wife his one-half (1/2) of the indebtedness ~~within fifteen (15) days after the execution of this Agreement~~ *MB*

C. Visa account with an approximate balance of \$1,000.00, shall be the responsibility of Husband and Wife, and Husband agrees to pay one-half (1/2) of the monthly payments to

Wife by the first date of each and every month until said indebtedness is paid in full. Said account has been closed.

18. Husband agrees to pay one-half (1/2) of Wife's counsel fees incurred in connection with the preparation of this Marital Separation Agreement and divorce, and to pay one-half (1/2) of all court costs of any divorce proceeding brought by either party against the other, including any Master's fees.

19. A. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or

judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any claim to any pension, retirement, profit sharing funds or annuities, past, present or future and including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

B. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

20. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

21. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged

in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

22. Husband and Wife agree to file joint federal and state income tax returns for each calendar year for which the parties are entitled to do so. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for federal and state income tax purpose in such year, making whatever adjustments between themselves as are necessary to reflect withholding, and any refund shall be equally divided between the parties. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties, and expenses in connection with his or her own income and deductions during all years for which joint returns are filed.

23. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal

representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

24. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

25. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness:

Joyce Elaine Stretton (SEAL)
JOYCE ELAINE STRETTON

Witness:

Paul Thomas Stretton (SEAL)
PAUL THOMAS STRETTON

STATE OF MARYLAND, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 27 day of February, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOYCE ELAINE STRETTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and

correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Barbara A. Reader
Notary Public

My Commission Expires July 1, 1990.

STATE OF MARYLAND, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 27 day of February, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAUL THOMAS STRETTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Barbara A. Reader
Notary Public

My Commission Expires July 1, 1990.

HUSBAND'S PERSONAL PROPERTY LIST

Stereo
Scale
Both desks and 1 chair
Blond dresser
WMC chair
Binoculars
Calculator
Desk made by grandfather
Card table and chairs
Sofa and chair from Rec room
Maple book case in Rec room
Miscellaneous yard tools
Thermos
Red ice chest
Camping equipment (tent and one lantern)
Various tools from garage

ATTACHMENT I

LORI LYNN ROYSTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
EDGAR LEROY ROYSTON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV8462

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of May, 1990, that the Plaintiff, LORI LYNN ROYSTON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EDGAR LEROY ROYSTON; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee in the amount of One Hundred Dollars (\$100.00).

Robert K. Bunn
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
MAY 30 4 19 PM '90
LANN W. SHULTZ
CLERK

WILLIAM F. HORNER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DIANA L. HORNER	:	Carroll County
Defendant	:	Case No. CV 6313

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 30th day of MAY, Nineteen Hundred and Ninety, that the above-named Plaintiff, William F. Horner, be and he is hereby granted an Absolute Divorce from the Defendant, Diana L. Horner; and

It is further ORDERED that the Stipulation agreed upon by the parties hereto at the hearing before the Master on May 9, 1990 be and it is hereby approved and adopted as follows:

That Defendant, Diana L. Horner, shall have custody of Heather Ann Horner, the minor child of the parties hereto, and that Defendant shall contact Plaintiff as to any major decisions to be made regarding the health, education and welfare of the minor child; and with the right unto the Plaintiff, William F. Horner, for reasonable visitation with said child every other week-end from 6:00 P.M. Friday to 7:00 P.M. Sunday, two non-consecutive weeks during the summer months, and the parties shall share the minor child on each major holiday, all subject, however, to the continuing jurisdiction of this Court;
That Plaintiff shall pay Defendant child support in the amount of \$55.00 per week, subject to the further Order of this Court;

61 May 30, 1990

That the parties mutually waive alimony and the right to the pension plans of each party;
That the parties have divided their personal property to their mutual satisfaction and they mutually agree to waive any and all rights they may have under Section 8-201 through 8-213 of Family Law Article.

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Counter-Complaint filed in this cause be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. B.
Judge

JAMES RALPH JOSEPH ZEILER : In the
 Plaintiff/Counter-Defendant : Circuit Court
 vs : for
 CONSTANCE SUZANNE ZEILER : Carroll County
 Defendant/Counter-Plaintiff : Case No. CV 8203

JUDGMENT OF LIMITED DIVORCE FOR AN
 INDEFINITE PERIOD

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 5th day of June, Nineteen Hundred and Ninety, that the above-named Defendant, Constance Suzanne Zeiler, be and she is hereby granted a Limited Divorce for an Indefinite Period from the Plaintiff, James Ralph Joseph Zeiler; and

It is further ADJUDGED and ORDERED that the Defendant, Constance Suzanne Zeiler, be and she is hereby awarded custody of James Clinton Zeiler and Elizabeth Mary Zeiler, the minor children of the parties hereto, subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff, James Ralph Joseph Zeiler, be and he shall have the right of visitation with said minor children as follows, provided Plaintiff and his girl friend have separate bedrooms or sleeping arrangements when overnight visitation occurs; One (1) week-end each month and four (4) weeks

Filed June 6, 1990

during the summer vacation, the times therefor to be agreed upon by the parties; alternate Easter and Thanksgiving holidays; the parties to split Christmas holidays--Plaintiff having the children for visitation December 24, 1990 through December 27, 1990, alternating with Defendant, Constance Suzanne Zeiler, the following year, Plaintiff having the children December 28, 1991 through January 1, 1992, and following said schedule in subsequent years; Plaintiff shall have the right to speak to the children at least once each week by telephone, the precise time to be as agreed upon by the parties, and Plaintiff shall pay the telephone charges for said calls and Defendant shall not eavesdrop on the conversations; Plaintiff shall arrange for transportation to Ohio and return the children to their home, subject to the further Order of this Court;

And it is further ORDERED that Plaintiff, James Ralph Joseph Zeiler, be and he shall pay Defendant, Constance Suzanne Zeiler, child support in the amount of \$60.00 per child per week, for a total of \$120.00 per week, accounting from March 24, 1990, and shall maintain health insurance for said children, subject to the further Order of this Court; and

It is further ORDERED that Plaintiff shall pay Defendant the sum of \$275.00 for cost of health insurance for said children paid by Defendant, and \$1,360.00 for arrearage in child support, said sums to be paid within four months of the date of this Judgment;

And, it is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burt
Judge

JAMES RALPH JOSEPH ZEILER * IN THE
Plaintiff/ * CIRCUIT COURT
Counter-Defendant * FOR
vs. * CARROLL COUNTY
CONSTANCE SUZANNE ZEILER * CASE NO. CV 8203
Defendant/ *
Counter-Plaintiff

JUDGMENT OF ABSOLUTE DIVORCE

THIS CAUSE having come for a hearing and being duly submitted, the proceedings were by the Court read and considered. It is thereupon, this 14th day of JUNE, 1990 by the Circuit Court for Carroll County;

ADJUDGED, ORDERED AND DECREED that JAMES RALPH JOSEPH ZEILER, Plaintiff, is granted an ABSOLUTE DIVORCE from the Defendant, CONSTANCE SUZANNE ZEILER; and

IT IS FURTHER ORDERED, that the Voluntary Separation and Property Settlement Agreement between the parties dated April 26, 1989 as modified by the Stipulation dated June 14, 1990, relative to custody, child support, alimony, property rights, counsel fees, court costs, etc., be and the same are hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff, JAMES RALPH JOSEPH ZEILER, be and he is hereby granted the permanent care and custody of JAMES CLINTON ZEILER, born October 29, 1976, and the Defendant be and she is hereby granted the permanent care and custody of ELIZABETH MARY ZEILER, born July 31, 1979, subject to reasonable visitation by each party in accordance with the terms of and as more fully set forth in the Stipulation dated June 14, 1990, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the said Plaintiff shall pay directly to the Defendant the sum of Twenty-five Dollars (\$25.00) per week for the maintenance and support of ELIZABETH MARY ZEILER, accounting from June 15, 1990 and the Defendant shall generally be charged with the support of JAMES CLINTON ZEILER with both parties being subject to the provisions of the Stipulation regarding health insurance, related medical expenses and child support arrearages; and

IT IS FURTHER ORDERED, that if the Plaintiff or Defendant accumulates support payments arrears amounting to more than thirty (30) days, they shall be subject to earnings withholding; they are required to notify the Court within ten (10) days of any change of address or employment so long as they are obligated to pay child support in accordance with this Judgment of Absolute Divorce; and failure to do so shall subject him or her to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in their not receiving notice of pro-

ceedings for earnings withholding; and

IT IS FURTHER ORDERED, that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof, in accordance with their Agreement; and

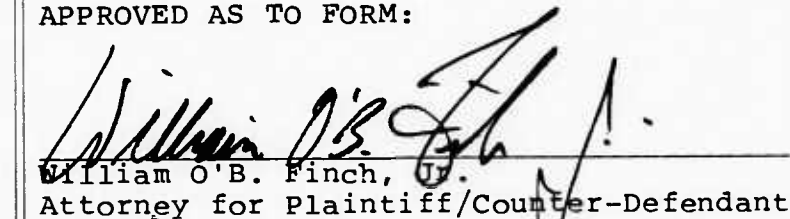
IT IS FURTHER ORDERED, that the exceptions now pending be and the same are hereby dismissed; and

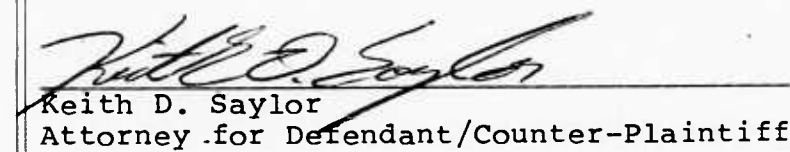
IT IS FURTHER ORDERED, that the Plaintiff pay the court costs of this proceeding and that the parties divide equally the Master's fee.

IT IS FURTHER ORDERED, that the Defendant shall be restored the use of her maiden name of CONSTANCE SUZANNE CAPE.


JUDGE

APPROVED AS TO FORM:


William O.B. Finch, Jr.
Attorney for Plaintiff/Counter-Defendant


Keith D. Saylor
Attorney for Defendant/Counter-Plaintiff

JAMES RALPH JOSEPH ZEILER * IN THE
 Plaintiff/ * CIRCUIT COURT
 Counter-Defendant *
 vs. * FOR
 * CARROLL COUNTY
 CONSTANCE SUZANNE ZEILER * CASE NO. CV 8203
 Defendant/ *
 Counter-Plaintiff *

STIPULATION

THIS STIPULATION is made this 14 day of June, 1990, by and between JAMES RALPH JOSEPH ZEILER, Plaintiff/Counter-Defendant, and CONSTANCE SUZANNE ZEILER, Defendant/Counter-Plaintiff.

WHEREAS, the parties entered into a Voluntary Separation and Property Settlement Agreement dated April 26, 1989; and

WHEREAS, the Plaintiff has filed a Complaint to Enforce Visitation Rights and a Supplemental Complaint for Absolute Divorce; and

WHEREAS, the Defendant has filed a Counter-Complaint seeking a Limited Divorce and specific enforcement of the parties Marital Settlement Agreement with reference to child support and related issues; and

WHEREAS, a hearing was held on March 20, 1990 on the Plaintiff's Complaint to Enforce Visitation Rights and Defendant's Counter-Complaint for Limited Divorce; and

filed in open court 6-14-90 - 10:25am

WHEREAS, a Report and Recommendation was filed by the Master on or about April 2, 1990; and

WHEREAS, the Plaintiff has filed Exceptions to the Report and Recommendation of the Master on the issues of child support, child support arrearages and insurance payments; and

WHEREAS, the parties have since reached an agreement on all disputed issues between them and believe it would be in the best interests of the minor children of the parties and themselves if this agreement were incorporated into any Judgment of Absolute Divorce which is passed by this Honorable Court.

NOW, THEREFORE, it is hereby stipulated by and between the parties as follows:

1. The Plaintiff hereby agrees to pay unto the Defendant child support at the rate of \$60.00 per child per week through June 14, 1990. The Plaintiff further agrees to reimburse the Defendant in the sum of \$275.00 representing the health insurance premiums she advanced on behalf of the minor children.

2. The parties further agree that the Plaintiff has accumulated some arrearages of child support based upon the rate as set forth above, and further agree that these arrearages shall be paid as follows:

a. One Thousand Dollars (\$1,000.00) shall be paid to the Defendant immediately upon issuance of the Judgment of Absolute Divorce and exchange of custody of the minor child, JAMES CLINTON ZEILER, as more specifically set forth below.

b. The remaining child support arrearages, plus the health insurance premium of \$275.00, shall be paid in three (3) equal installments with the first installment due within thirty (30) days from the date of this Stipulation; the second payment being due within sixty (60) days from the date of this Stipulation; and the third payment being due within ninety (90) days from the date of this Stipulation.

3. It is further stipulated and agreed that the Defendant shall retain custody of ELIZABETH MARY ZEILER and the Plaintiff shall be granted custody of JAMES CLINTON ZEILER with the exchange to occur on or about June 14, 1990.

4. The parties further agree that accounting for the week beginning June 15, 1990 the Plaintiff shall pay unto the Defendant the sum of \$25.00 per week as child support for ELIZABETH MARY ZEILER.

5. Husband further agrees to continue in full force and effect for the benefit of both minor children his present medical insurance (including dental coverage) or equivalent insurance as he may secure from time to time in the future.

6. Both parties further agree that each shall be responsible for one-half of all necessary medical, dental, nursing and hospital expenses, including the cost of perscription medicines and drug, therapy, orthodontia and appliances perscribed by a physician or dentist for each child.

7. The Plaintiff shall be entitled to claim JAMES CLINTON ZEILER as an exemption on his 1990 tax returns and each

year thereafter in which he retains custody of that child. The Defendant shall be entitled to claim ELIZABETH MARY ZEILER as an exemption on her 1990 tax returns and each year thereafter in which she retains custody of that child.

8. The Defendant agrees to make arrangements to have JAMES CLINTON ZEILER'S school records and medical records transferred to the Plaintiff, including his birth certificate and immunization record.

9. The Plaintiff shall be entitled to visitation with his daughter as specified in the Court Order dated June 5, 1990, and the Defendant shall be entitled to visitation with her son on the same schedule. The parties agree to coordinate the date so that the visitation will occur in such a manner so as the children will be able to spend time with each other as well as their parents. The parties agree that Husband or his father shall pick up and drop off the daughter at the beginning and ending of his visitation with her at the Defendant's residence, or such other mutually agreed upon location.

10. The Plaintiff shall dismiss the Exceptions now pending before the Court.

11. The Defendant shall file an Answer to the Plaintiff's Supplemental Complaint for Absolute Divorce.

12. Each party shall pay their own counsel fees.

13. The Plaintiff shall pay all court costs and the parties shall divide the Master's fee equally.

14. The parties agree that this Stipulation shall be incorporated into any Judgment of Absolute Divorce which is passed by this Honorable Court and the parties acknowledge that a copy of the proposed Judgment of Absolute Divorce is attached hereto.

HOLLMAN, HUGHES, FINCH & MAGUIRE

James Ralph Joseph Zeller
James Ralph Joseph Zeller
Plaintiff/Counter-Defendant

William O'B. Finch Jr.
William O'B. Finch Jr.
189 East Main Street
Westminster, Maryland 21157
(301) 848-3133 / 876-3185

Attorneys for Plaintiff/
Counter-Defendant

Constance Suzanne Zeller
Constance Suzanne Zeller
Defendant/Counter-Plaintiff

Keith D. Saylor
Keith D. Saylor
117 East Main Street
Suite 2A
P. O. Box 2002
Westminster, Maryland 21157

Attorney for Defendant/
Counter-Plaintiff

RANDALL ADRIAN PETKUS	:	In the
Plaintiff	:	Circuit Court
vs.	:	for
SHERRY LYNN PETKUS	:	Carroll County
Defendant	:	Case No. CV 8479

JUDGMENT OF LIMITED DIVORCE FOR
AN INDEFINITE PERIOD

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 5th day of June,
Nineteen Hundred and Ninety, that the above-named Plaintiff, Randall Adrian Petkus, be and he is hereby granted a Limited Divorce for an Indefinite Period from the Defendant, Sherry Lynn Petkus; and

It is further ADJUDGED and ORDERED that the Defendant, Sherry Lynn Petkus, be and she is hereby awarded custody of Brandon Adrian Petkus, the minor child of the parties hereto, with the right unto the Plaintiff, Randall Adrian Petkus for visitation with said child every other week-end and at such other times as agreed upon by the parties, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Plaintiff pay direct unto the Defendant the sum of \$150.00 per week toward the support of the minor child of the parties, accounting from May 7, 1990, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff

61 June 6, 1990

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Paul K. Burns
Judge

LOUIS HOWARD REYMANN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
PATRICIA GAIL REYMANN	:	Carroll County
Defendant	:	Case No. CV 8441

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 14th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Louis Howard Reymann, be and he is hereby granted an Absolute Divorce from the Defendant, Patricia Gail Reymann; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated April 19, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

[Signature]
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JUN 8 2 34 PM '90
LARRY E. STONE
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 19 day of April, 1989, by and between PATRICIA GAIL REYMANN, hereinafter called "Wife", and LOUIS HOWARD REYMANN, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Summit County, Ohio on June 18, 1966.

The parties have been living separate and apart since December 29, 1988. The parties recognize that their separation was mutual and voluntary and effected with the intention of terminating the marital relationship.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the promises and mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on December 29, 1988.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law

PL Exhibit No. 1

allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

2. CARE AND CUSTODY OF THE CHILDREN

Two (2) children were born to the parties as a result of their marriage; namely, THERESE MARIE REYMANN, born April 16, 1967; and BRIAN ANDREW REYMANN, born August 21, 1970. The children have reached the age of majority and suffer from no disability. Both children are presently attending college and their college education expenses shall be paid one half by Husband and one half by Wife. The college education expenses shall include tuition, room/board, books and necessary school supplies and shall be based upon the actual invoices and receipts for the expenses incurred. Husband shall assume responsibility handling the billing with the colleges and will provide Wife with copies of all correspondence and documents related thereto. Wife agrees to promptly remit to Husband her share immediately upon receipt of the documentation from Husband.

3a. PERSONAL PROPERTY

The furniture and household items shall be divided between the parties except that Husband shall be entitled to those items set forth on Exhibit A attached hereto. The items on Exhibit A shall be included in Husband's portion of the household items. The parties shall divide between themselves all other items of personal property not specifically set forth on Exhibit A. Wife shall be entitled to retain the German sheers presently hung in the house and will replace those sheers removed with comparable lace curtains.

Upon the complete division of personal property each party transfers and assigns to the other all right, title and interest in and to the personal property free and clear of any and all claims of the other party.

3b. BANK ACCOUNTS

Each party shall withdraw \$1,000.00 from the existing bank account. The remaining balance in the bank account shall be used to pay any and all bills which have been jointly incurred by the parties prior to January 1, 1989. After payment of all joint bills the remaining funds, if any, in the bank account shall be divided equally between the parties.

3c. AUTOMOBILES

The Datsun presently titled in the name of Husband shall remain titled in Husband's name and if sold or otherwise disposed of the proceeds from the Datsun shall be paid to Brian Andrew Reymann. All costs of maintenance and repair of this automobile including future automobile insurance shall be the responsibility of Husband.

Husband shall transfer all right, title and interest to the Sprint automobile to Wife. Husband and Wife agree to each pay 1/2 of all automobile payments on this vehicle until their daughter, THERESE MARIE REYMANN, is financially able to contribute to these payments. Wife agrees to indemnify and hold Husband harmless from any and all claims arising out of the loan on this automobile. All costs of maintaining repairs and future automobile insurance shall be the responsibility of the Wife.

The Husband hereby transfers all right, title and interest in the Caprice to Wife. Wife assumes full responsibility for this automobile including any costs of maintenance, repair and future automobile insurance.

3d. LIFE AND HEALTH INSURANCE

Each party shall remain the sole owner of all life insurance policies titled in that parties individual name. Each party shall be responsible for making the premium payments, if any, on such insurance policy and each party waives any and all claim on any insurance policy owned by the other.

Wife agrees to maintain Husband on the health insurance offered through her employer until the parties are finally divorced. During this period Husband agrees to reimburse Wife the direct additional expense Wife incurs for maintaining Husband on this policy.

3e. STOCK PORTFOLIOS

The stock portfolio owned by the parties with an approximate present balance of \$28,200.00 shall be divided equally between the parties.

3f. TAX RETURNS

The parties agree to file joint Federal and State income tax returns for the calendar year 1988. The parties

agree that all taxes and/or refunds shall be divided equally between them. The parties shall share equally the costs of preparing the returns, if any. Wife agrees to assume the responsibility for gathering all tax information necessary for the preparation of the tax returns pursuant to the prior practice of the parties.

4. REAL ESTATE

The parties acknowledge that they own as tenants by entireties the improved real estate known as 7097 MacBeth Way, Eldersburg, Maryland 21784. The property is subject to a joint indebtedness of the parties known as the Home Equifax Account issued by the Sovran Bank. The parties are presently not utilizing the Home Equifax Account. Husband shall assume full responsibility for this account for any future advances and shall indemnify and hold wife harmless for any funds issued by the Sovran Bank on the Home Equifax Account. Wife agrees that she will not utilize this account for any reason and both parties agree that Wife's name will be removed from the Home Equity Account, if possible.

The parties agree that Husband shall purchase Wife's equity in the family home. Wife's equity shall be determined in accordance with the following formula:

a. The parties agree that the present fair market value of the home is \$150,000.00 and that Wife's gross equity equals \$75,000.00.

b. Subtracted from the Wife's gross equity shall be \$3,750.00 representing 1/2 of a 5% realtor's commission on the sale of real estate.

c. Subtracted from the Wife's gross equity shall be \$1,850.00 representing 1/2 of the fair market value for the Caprice automobile being retained by the Wife.

Sixty days from the date of this Agreement or upon Wife's vacating the marital home, whichever shall later occur, she shall be paid the sum of Sixty Nine Thousand Four Hundred Fifty Dollars (\$69,400.00) and shall execute a Deed of conveyance to Husband at that time. Husband shall bear the costs of preparing and recording the Deed.

Wife shall have the right to occupy the family home, rent free, until May 31, 1989. During Wife's occupancy she shall be responsible for all utility bills including, but not limited to telephone, gas, electric, water and sewer, cable

t.v., etc. During Wife's occupancy she shall cooperate fully with Husband and any lending institution to which Husband has applied for a loan to pay Wife as set forth above regarding inspections, etc., which are usually required by lenders in conjunction with residential real estate loans.

The parties agree and acknowledge that Husband shall not receive any credit as a result of his father's payment of the mortgage on the family home.

5. DEBTS

The parties agree that all credit card balances shall be reduced to zero and Wife's name will be removed from all accounts. It is anticipated that the remaining funds in the bank account of the parties set forth in paragraph 3(b) shall be utilized for this purpose. In the event the funds in the bank account are insufficient to reduce all credit card balances to zero, the parties agree that each will be responsible for 1/2 of all credit card charges (not covered by the bank account proceeds) incurred prior to January 1, 1989 and shall be individually responsible for any changes he or she placed on the accounts on January 1, 1989 or thereafter. The signature on the charge receipt shall determine the individual's responsibility for that charge regardless of its alleged purpose. It is also understood and agreed that in the event the bank account's proceeds are insufficient, the bank account proceeds shall be applied to all credit card balances on a pro-rata basis. Husband shall retain possession and control of all credit card accounts. Parties further agree that until Wife's name is removed from the account no additional charges shall be added to the credit card balances by either party.

Each party shall hold the other harmless and indemnify the other for any and all claims arising out of the debts which they have respectively agreed to assume under this paragraph.

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal represen-

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tatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

6. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support and maintenance.

7. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the

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enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

9. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

10. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Court costs arising out of this Agreement and any subsequent divorce action shall be paid by Husband, provided the divorce action is instituted in the State of Maryland. If the divorce action is instituted in a state other than Maryland the instituting party shall be responsible for all Court costs.

11. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

12. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abro-

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gated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

13. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

14. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

15. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

Barbara A. Nolen
WITNESS

Patricia Gail Reymann (SEAL)
PATRICIA GAIL REYMANN

Gail W. Davidson
WITNESS

Louis Howard Reymann (SEAL)
LOUIS HOWARD REYMANN

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STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of April, 1989, the above-named PATRICIA GAIL REYMANN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

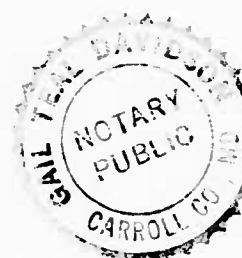
AS WITNESS my hand and Notarial Seal.

Barbara A. Nolen
 Notary Public
 My Commission Expires: 7/1/90

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 19th day of April, 1989, the above-named LOUIS HOWARD REYMANN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Gail Seal Davidson
 Notary Public
 My Commission Expires: 7/1/90

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EXHIBIT A TO MARITAL SETTLEMENT AGREEMENT
 BETWEEN PATRICIA GAIL REYMANN AND LOUIS HOWARD REYMANN

1. Tools and Accessories for House and Yard Maintenance
2. Drapes, Curtains, Shades presently installed in the home
3. Barbeque kettle
4. Ship
5. Patio furniture
6. Grandfather clock
7. Castle inlay

21
91

40 PAGE 933

LINDA CAROL MCGHEE
Plaintiff
vs.
MARTIN LEROY MCGHEE, SR.
Defendant

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
WESTMINSTER, MARYLAND
CASE NO. CV 7776

JUDGEMENT OF ABSOLUTE DIVORCE

Upon the Plaintiff, LINDA CAROL MCGHEE'S, Complaint for Absolute Divorce, the matter having come on the hearing before the Court on the 11th day of June, 1990, testimony having been taken, and the premises having been considered, it is, therefore, this 11th day of JUNE, 1990, by the Circuit Court for Carroll County

ORDERED, ADJUDGED AND DECREED that the Plaintiff, LINDA CAROL MCGHEE, be, and she is hereby, granted an ABSOLUTE DIVORCE from the Defendant, MARTIN LEROY MCGHEE, SR.


J U D G E

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
JUN 11 2 46 PM '90
CLERK

40 PAGE 934

JUDY LORRAINE EICHHORN
Plaintiff
vs.
DAVID WILSON EICHHORN
Defendant

In the
Circuit Court
for
Carroll County
Case No. CV 7734

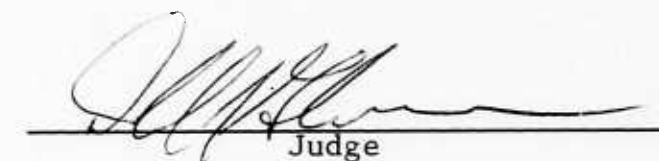
JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 8th day of JUNE, Nineteen Hundred and Ninety, that the above-named Plaintiff, Judy Lorraine Eichhorn, be and she is hereby granted an Absolute Divorce from the Defendant, David Wilson Eichhorn; and

It is further ORDERED that the name of the Plaintiff, Judy Lorraine Eichhorn, be and the same is hereby changed to Judy Lorraine Pantall, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
JUN 8 2 30 PM '90
LARRY W. SHULER
CLERK

WILLIAM R. METCALF * IN THE
 Plaintiff * CIRCUIT COURT
 Counter-Defendant * FOR
 vs. * CARROLL COUNTY
 PATRICIA LYNN METCALF * Case No. CV 6212
 Defendant *
 Counter-Plaintiff *

JUDGMENT OF ABSOLUTE DIVORCE

Upon consideration of the pleadings and the matters presented at hearing, it is this 13th day of JUNE, 1990 by the Circuit Court for Carroll County,

ADJUDGED, ORDERED and DECREED that PATRICIA LYNN METCALF, Defendant and Counter-Plaintiff, is granted an ABSOLUTE DIVORCE from WILLIAM R. METCALF, Plaintiff and Counter-Defendant, and it is further

ORDERED, that the Marital Separation Agreement between the parties dated June 13, 1990, be and the same is hereby approved and made a part of and incorporated into this Judgment, but not merged herein, having the same force and effect as if fully set forth herein; and it is further

ORDERED, that Patricia Lynn Metcalf be, and she is hereby, granted the care and custody of BILLY RAY METCALF, minor child of the parties born November 18, 1984, subject to

visitation by William R. Metcalf in accordance with the terms set forth in the said Marital Separation Agreement; and it is further

ORDERED, that William R. Metcalf shall pay directly to Patricia Lynn Metcalf the sum of Forty-Five Dollars (\$45.00) per week for the maintenance and support of said child, accounting from the date of the Marital Separation Agreement, in accordance with the terms of and as more fully set forth in the said Marital Separation Agreement; and it is further

ORDERED, that if William R. Metcalf accumulates support payments arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding; he is required to notify the Court within ten (10) days of any change of address or employment so long as he is obligated to pay child support in accordance with this Judgment of Divorce; and failure to do so shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof, in accordance with the said Marital Separation Agreement; and it is further

ORDERED, that the parties divide equally the open court costs of this proceeding, pursuant to the Marital Separation Agreement.

[Signature]
JUDGE

APPROVED AS TO FORM:

[Signature]
John T. Maguire
Attorney for Patricia L. Metcalf

[Signature]
Stephen P. Bourexis
Attorney for William R. Metcalf

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY
JUN 13 11 00 AM '90
CLERK



MARITAL SEPARATION AGREEMENT

THIS MARITAL SEPARATION AGREEMENT, made this 13th day of June, 1990, by and between PATRICIA L. METCALF, hereinafter referred to as "Wife", and WILLIAM R. METCALF, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on April 28, 1984 in a religious ceremony in Howard County, Maryland; and

WHEREAS, one child has been born to the parties as a result of their marriage, namely, ~~William Ray Metcalf, Jr.~~, born November 18, 1984; and *Billy*

WHEREAS, the parties have been voluntarily living separate and apart since February 11, 1988 and there is no reasonable hope of reconciliation; and

WHEREAS, it is the mutual desire of the parties in this Agreement to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship; and

WHEREAS, there is a pending divorce suit involving this marriage in the Circuit Court for Carroll County referenced as Case No. CV6212.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof:

1. CUSTODY:

A. Wife shall have the permanent care and custody of the minor child of the parties, ~~William Ray Metcalf, Jr.~~ *Billy*

B. Husband shall have visitation with said minor child in accordance with the pendente lite Order issued in Case No. CV 6212 until August 31, 1990. Thereafter, Husband shall have the following permanent visitation schedule:

i) Every other weekend from Friday at 5:00 p.m. to Sunday at 6:30 p.m. beginning on the weekend of September 7-9, 1990.

ii) Every Wednesday evening from 5:00 p.m. to 7:30 p.m. beginning on Wednesday, September 5, 1990.

[Handwritten initials]

iii) The Wednesday before Thanksgiving every year from 5:00 p.m. to 9:00 p.m.

iv) Every year from 5:30 p.m. on New Year's Eve to 10:00 a.m. New Year's Day.

v) Father's Day in any year where it falls on a non-visitation weekend from 10:00 a.m. to 5:00 p.m.

vi) One full week near the end of every summer, not to conflict with the beginning of the school year, so long as Husband gives Wife at least thirty (30) days notice of the exact dates.

vii) It is presumed that on any days, including holidays, not expressly set forth for visitation, the child shall be with Wife.

C. Husband shall pick-up and return the minor child at and to Wife's residence at the times set forth above.

D. Wife shall retain full authority over medical and personal decisions affecting the minor child. Wife hereby authorizes Husband to exercise limited authority to give medical consent on behalf of the child in cases where the parties are in sound agreement over the treatment, however, Wife hereby expressly reserves her right as custodial parent to make specific decisions and Wife's decisions shall be controlling in case of disagreement.

E. Wife shall make all reasonable efforts to see that Husband has joint access to information concerning the child's school and developmental affairs. Wife shall also keep Husband informed concerning major activities in which the child is involved.

2. CHILD SUPPORT:

A. Husband shall pay Wife child support in the amount of \$45.00 per week until the child reaches the age of eighteen (18).

B. Husband agrees to contribute up to one-half (1/2) of the reasonable tuition and fees relating to the child's college education up to age twenty-two (22).

3. ALIMONY: The parties each waive any and all right to alimony, support or maintenance that either may have against the other.

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4. PERSONAL PROPERTY: The parties have divided their personal property in a mutually satisfactory way and they hereby agree that each party shall retain absolute ownership of all items in the possession of that party on the date hereof. Each party hereby waives any claim, right, title and interest in and to any item of property not in that party's possession as of the date hereof.

5. MEDICAL BILLS/INSURANCE: Husband shall provide comprehensive health and dental insurance for the benefit of the child during the period Husband is liable for child support payments. Wife shall also carry the minor child as an insured on her employment-related medical insurance plan for so long as this coverage may be available at no extra charge to her. Any additional medical or dental bills for the minor child not covered by insurance shall be divided equally between the parties until the child reaches the age of eighteen (18). The parties shall be responsible for their own medical and dental insurance and bills.

6. GENERAL WAIVER: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-211, and any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest, and claim which said parties might now have or which they may hereafter acquire, as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

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Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

7. INCORPORATION OF AGREEMENT IN DECREE: The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties this Agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become part of such decree, and shall be enforceable as a part thereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof into said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all terms thereof shall continue binding upon the parties and their respective heirs, personal representatives and assigns.

8. FURTHER ASSURANCES: Each party shall, at all times and from time to time hereafter execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

9. MODIFICATIONS TO AGREEMENT: Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

10. VOLUNTARY AGREEMENT: The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

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11. ENTIRE UNDERSTANDING: This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

12. BINDING EFFECT: As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns. The parties further warrant to each other that the assets listed in the pleadings of the said divorce case still give a substantially true and accurate representation of their respective financial conditions and they hereby acknowledge that this Agreement is made in reliance on those representations.

13. COUNSEL FEES: Each of the parties shall pay his or her own counsel fees incurred in connection with the separation and divorce. Either party may request a hearing for absolute divorce on the grounds of two-year statutory ^{own} separation as soon as practicable hereafter and all costs, including master's fees, shall be borne by ~~husband~~ ^{both parties}.

14. NOTIFICATION OF ADDRESS: Each party shall keep the other advised as to his or her current address and telephone number for so long as the child remains a minor.

15. LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 13th day of June, 1990.

WITNESS:

Eric Seal Davidson

Patricia L. Metcalf (SEAL)
Patricia L. Metcalf

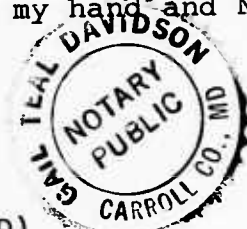
Stephen J. Burgess

William R. Metcalf (SEAL)
William R. Metcalf

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 1990, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Patricia L. Metcalf, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct. She acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.



David Davidson
Notary Public
My Commission Expires: 7-1-90

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 8th day of June, 1990, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William R. Metcalf, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct. He acknowledged to me that he executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.



Steven P. Burges
Notary Public
My Commission Expires: 7-1-90

TIMOTHY MARK FRIEDEL	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ROSE MARIE FRIEDEL	:	Carroll County
Defendant	:	Case No. CV 8866

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 8th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Timothy Mark Friedel, be and he is hereby granted an Absolute Divorce from the Defendant, Rose Marie Friedel; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated December 20, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Timothy Mark Friedel, be and he is hereby awarded custody of Amanda Beth Friedel, the minor child of the parties hereto, with the right unto the Defendant, Rose Marie Friedel, to visit said child at reasonable times and under proper circumstances, all as set out in said Agreement, and subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$30.00 per week toward the support of the minor child of the parties, pursuant to the Agreement, accounting from May 23, 1990, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant shall pay the remaining one-half thereof.


Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 20th day of December, 1986, by and between TIMOTHY MARK FRIEDEL ("Husband") and ROSE MARIE FRIEDEL ("Wife").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on December 9, 1983, in Carroll County, Maryland. The parties have one child, namely, AMANDA BETH FRIEDEL, born August 9, 1982, ("Child"). Differences have arisen between the parties and they are now, and have been since October 25, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

CHILD CUSTODY AND VISITATION

Husband shall have the care and custody of the minor child of the parties with Wife having the right to reasonable visitation.

CHILD SUPPORT

Wife agrees to pay to Husband the sum of thirty dollars (\$30) per week for the support of the Child. Support payments shall terminate upon the first to occur of any one of the following events: arrival at age eighteen (18); marriage or death of the child; becoming self supporting or otherwise emancipated. Provided, however, that if at the time of termination by reason of age, the Child has not yet completed High School, support shall continue until completion of High School or the occurrence of any other terminating event, but in any event no longer than arrival at age nineteen (19).

PL Exhibit No. 1

Husband agrees to pay all reasonable medical, dental, nursing and hospital expenses for Child, including the cost of physical therapy and orthodontry prescribed by a physician or dentist for the Child. Husband shall provide medical insurance of his own choice to cover said Child's expenses and expressly agrees to pay any deductible and expenses not covered by the medical insurance.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other including any inheritance(s) to which either party may in the past, present, or future be entitled from any third party. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under Marital Property Act, Family Law Article, §§ 8-201 through 8-213, of the Annotated Code of Maryland, as from time amended this specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship.

MARITAL HOME

Simultaneously with the execution of this Agreement, Wife agrees to convey all of her right, title and interest in the marital home located at 503 Chestnut Court, Taneytown, Maryland 21787 to Husband. Husband agrees to pay for the cost of preparation of the Deed and to provide Wife with the Deed for her signature. The property is subject to a mortgage with the Farmer's Home Administration. Husband agrees to assume and hold Wife harmless on said mortgage, and to pay all Real Estate taxes, insurance and all other expenses of the Home without contribution or re-imbursement from Wife.

PROPERTY

Prior to the execution of this Agreement, the parties divided their tangible personal property and household chattels. The parties agree that all tangible personal property and household chattels in the possession of Husband shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife with the exception of those items listed on Attachment "A", which Wife agrees to remove within one year from date of Agreement. Wife shall give Husband forty-eight (48) hours notice prior to her demand for possession. All tangible and personal property in Wife's possession shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. Each party shall retain, as his or hersole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Husband agrees to convey his interest in the parties jointly owned 1982 AMC Spirit upon Wife's satisfaction of the existing lien. From the date of the execution of this Agreement, Wife shall have the sole use of said Vehicle and shall obtain her own vehicle insurance. Until the satisfaction of the existing lien, Wife shall hold Husband harmless for same and make all payments in a timely manner.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Voluntary Separation and Property Settlement Agreement and any divorce action and to divide the Court costs and Master's fee arising out of any uncontested divorce action between them equally. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

SEVERABILITY

If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

INTERPRETATION

This agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

ALTERATIONS, CHANGES, CANCELLATION, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this 20th day of December, 1986.

WITNESS:

Timothy Mark Friedel
TIMOTHY MARK FRIEDEL

Timothy Mark Friedel
TIMOTHY MARK FRIEDEL

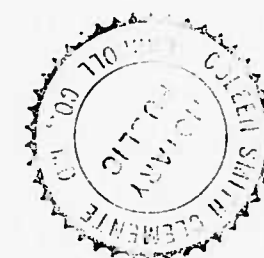
Rose Marie Friedel
ROSE MARIE FRIEDEL

Rose Marie Friedel
ROSE MARIE FRIEDEL

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of December, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared TIMOTHY MARK FRIEDEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

As witness my hand and Notarial Seal.



John Smith Clement
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, *Harford* COUNTY, to wit:

I HEREBY CERTIFY that on this *17th* day of *Dec*, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROSE MARIE FRIEDEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

As witness my hand and Notarial Seal.

Richard L. M. [Signature]
Notary Public

My Commission Expires: 7/1/90

ATTACHMENT "A"

- Oak Coffee Table
- Wicker Barrel Chair
- Horse Lamp and Stand
- Brown Swivel Rocker
- Black & White TV
- Two (2) Pink Pillows
- Cat in Basket
- Door Stop (mouse)
- Stuffed Chicken
- Two (2) Unicorn Pictures
- Two (2) Large Wooden Framed Mirrors
- Heart Wreath
- Bird Wind chimes
- Black Small Metal Shelf
- Wooden Swan
- Heart Picture
- Ceramic Ducks
- Quilt Stand
- Brass-Glass Hurricane Lamp
- Sconces in Dining Room
- UNIT SHELF
- WOODEN BREAD Box

RITA BUCZKOWSKI : In the
Plaintiff : Circuit Court
vs : for
RONALD ANTHONY BUCZKOWSKI : Carroll County
Defendant : Case No. CV 8945

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 1st day of JULY, Nineteen Hundred and Ninety, that the above-named Plaintiff, Rita Buczkowski, be and she is hereby granted an Absolute Divorce from the Defendant, Ronald Anthony Buczkowski; and

It is further ADJUDGED and ORDERED that the Defendant, Ronald Anthony Buczkowski, be and he is hereby awarded custody of Jennifer Ashley Buczkowski and Andrew Ronald Buczkowski, the minor children of the parties hereto, with the right of liberal visitation for Plaintiff, Rita Buczkowski, at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff be and she is hereby charged generally for the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Separation Contract Property and Settlement Agreement by and between the parties hereto, dated April 28, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

SEPARATION CONTRACT
PROPERTY AND SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28th day of APRIL, 1989, by and between RONALD A. BUCZKOWSKI, hereinafter referred to as "Husband" and RITA BUCZKOWSKI, hereinafter referred to as "Wife".

WITNESSETH;

WHEREAS, the parties hereto were married on the 5th day of May, 1979, in Baltimore, Maryland in a religious ceremony and there are two children of this Marriage, namely, Jennifer Ashley, born July 17, 1983 and Andrew Ronald, born April 26, 1985.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 1st day of April, 1989, have continuously been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property

PL Exhibit No. 1

rights, custody, child support, visitation, the right of the Wife to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives, and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since [date] do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may

seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with the full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

(Furniture and Furnishings)

4. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agreeing that neither shall make a claim on the other as to household furnishings that they each now possess.

(Personal Effects)

5. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

6. The Husband hereby further agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

(No Further Debts)

7. The parties hereto agree that no further debts

will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

(Property Waiver)

8. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

9. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to

any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

10. Each of the parties hereby waives any right, claim or interest in any real or personal property owned by or in possession of the other. Neither party shall be entitled to any claim, right, or interest to such property as may be owned or possessed.

(Waiver of Alimony)

11. The Husband hereby waives any and all right to alimony, support and maintenance, and hereby covenants that he will not claim now or in the future, any sums of money for himself for alimony, support and/or maintenance. The Wife hereby waives any and all right to alimony, support and maintenance, and hereby covenants that he will not claim now or in the future, any sums of money for himself for alimony, support and/or maintenance.

(Custody and Visitation)

12. The wife agrees that the husband shall have the care, custody and control of the minor children, Jennifer Ashley and Andrew Ronald, with the right reserved to the wife of liberal visitation provided, however, that the exercise of the visitation privileges by the wife shall not conflict or interfere with the school schedule of the children nor with bonafide plans previously made for their activities, and all such visitations shall be exercised with due regard for the health and general welfare of the said children.

(Child Support)

13. Husband and Wife both agree that each shall be charged generally with the support and maintenance of the minor children.

(Automobile Transfer)

14. The husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1981 Mercury automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1987 Jeep automobile and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. The parties agree that each shall pay his or her own costs, if any, for the transfer of title of the two (2) aforementioned motor vehicles. The Wife agrees to indemnify and hold harmless the Husband against any liability for payment due on the 1981 Mercury automobile. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the 1987 Jeep.

(Medical Insurance)

15. In addition to the aforementioned provisions for child support, both parties agree to carry and keep in force, health insurance and major medical coverage, for the benefit of the minor children through their respective places of employment or under a similiar insurance plan. Any medical or dental cost not covered by the aforesaid health insurance shall be equally

shared by the Husband and Wife.

(Real Estate)

16. That the parties own, as tenant by the entireties, two (2) parcels of property the first being known as 1550 Indian Valley Trail, Westminster, Maryland 21157 and the second parcel of property being unimproved and being described in Adams County Plan Book 48 at page 70, and further known as lot number 2, Adams County, Pennsylvania. The Husband agrees to purchase the Wife's interest in the two aforementioned properties at and for the agreed price of one thousand (\$1,000.00) dollars which shall be paid to the Wife in cash or certified check upon the signing of this Agreement. In addition, the parties agree that there are outstanding tax liabilities in the approximate amount of eight thousand (\$8,000.00) dollars which are owed to the Federal and State governments which the Husband agrees to assume, solely, and to hold Wife harmless for any liability for same. The Wife further understands that this is additional consideration for the transfer of the two aforementioned parcels of real estate. Husband agrees to pay any and all expenses regarding the transfer of title to the property, to pay any and all mortgage payments, and to pay any and all future mortgage payments in accordance with the terms of the mortgage and to hold Wife harmless from any and all liability or default or judgement regarding the aforesaid properties. Simultaneously, with the signing of this Agreement, Wife further agrees to execute, transfer and relinquish any and all interest in and to the

aforementioned properties and further agrees she will execute such documents as are necessary in order to effectuate the transfer of the above mentioned properties.

(Income Tax)

17. The parties agree that they shall execute and file their own respective Federal and State income tax returns for each succeeding taxable year, from the date of the signing of this Agreement, and any refund or monies due as a result of that respective return shall be the sole and exclusive responsibility of the parties so filing.

(Miscellaneous)

18. The parties hereto further agree that the execution of this document shall in no way be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire and contract of the parties, that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms thereof, and this Agreement be incorporated into a decree of divorce and the parties directed to be bound thereby subject to modification by the Court.

19. The parties hereto agree that each shall be responsible for his or her own attorneys fees and the Wife hereby releases Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

20. Each party shall at any time and from time to

time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

21. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

22. The parties hereby waive any rights or benefits or claims which either may have pursuant to the Courts and Judicial Proceedings Article of the Annotated Code of Maryland referred to as the Property Disposition in Divorce and Annulment, Section 3-601 thru 3-608 inclusive, as now enacted and codified or as hereinafter amended from time to time including, but not limited to the waiver of the rights for any monetary award, monetary award as an adjustment of the equities and rights of the parties concerning marital property, family home, family use property, or marital property or any other assets, chattels, or property, real, personal or mixed, as presently defined or hereafter defined or redefined.

The parties further agree that this waiver is non-modifiable and not subject to any retrospective or retroactive application of any statute, rule, law or legal decision.

23. This Agreement contains the entire understanding of the parties. There are no representations, warranties,

promises, covenants, or undertakings other than those expressly set forth herein.

24. The parties hereto further agree that covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

25. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

26. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

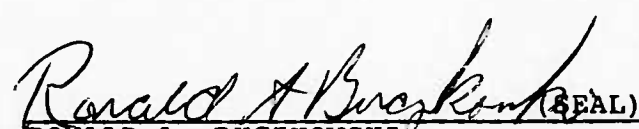
27. Each party hereto declares that he and/or she has read the foregoing Separation Contract/Property and Settlement Agreement, and that he and/or she has had the right to independent legal advice by counsel of his or her own selection and that Rita Buczkowski understands that Ronald A. Buczkowski

is represented by JOHN J. LOZINSKI, ESQUIRE, solely, and that each of the parties fully understands the facts and have been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable and that each signs the Agreement freely and voluntarily.

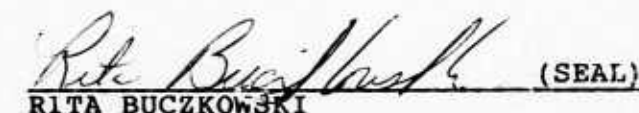
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to three (3) counterparts of this Agreement, each of which shall constitute an original, the date first above written.

WITNESS:



 (SEAL)
RONALD A. BUCZKOWSKI



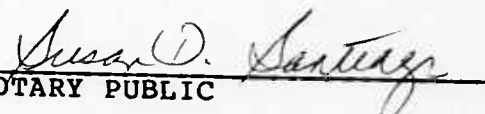
 (SEAL)
RITA BUCZKOWSKI

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of April, 1989, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Ronald A. Buczkowski, and made oath in due form of law that the matters and facts set forth in the foregoing Separation Contract/Property and Settlement Agreement are true and correct to the best of his/her

knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

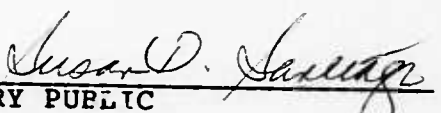

NOTARY PUBLIC

My Commission Expires: 7/1/89

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of April, 1986, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Rita Buczkowski, and made oath in due form of law that the matters and facts set forth in the foregoing Separation Contract/Property and Settlement Agreement are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: 7/1/89

JOYCE ANN TANT	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ERIC LAIRD TANT	:	Carroll Counyy
Defendant	:	Case No. CV 8592

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Joyce Ann Tant, be and she is hereby granted an Absolute Divorce from the Defendant, Eric Laird Tant; and

It is further ADJUDGED and ORDERED that the Plaintiff, Joyce Ann Tant, be and she is hereby awarded custody of Lisa Tant, the minor child of the parties hereto, with the right unto the Defendant, Eric Laird Tant, to have reasonable supervised visitation with said child, all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the issue of child support be and it is hereby reserved for future determination; and

It is further ORDERED that the Separation Agreement by and between the parties hereto, dated February 10, 1989 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

Filed June 13, 1990

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

R. K. Burns
Judge

SEPARATION AGREEMENT

THIS AGREEMENT, made this 10 day of Feb, 1989
by and between Joyce Ann Tant, hereinafter referred to as "Wife", and
Eric Laird Tant, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were lawfully married by a religious ceremony on
April 16, 1977, in Baltimore City, Maryland. One child was born to the
parties during their marriage, namely Lisa Tant born October 14, 1979.

Differences have arisen between the parties and the parties having
mutually and voluntarily agreed to live separate and apart in separate
abodes, without cohabitation and they have separated pursuant to said
agreement on January 19, 1989, with the purpose and intent of ending
their marriage. It is the mutual desire of the parties in this Agreement
to formalize their voluntary separation and to settle all questions of
alimony, counsel fees, their respective rights in the property or estate
of the other, and in property owned by them jointly as tenants by the
entireties, and in marital property and all other matters of every kind
and character arising from the marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual
covenants and agreements of the parties hereto, and other good and
valuable consideration, the parties hereby covenant and agree as follows,
all as of the effective date hereof:

1. The parties having heretofore mutually agreed to separate and
voluntarily live separate and apart in separate places of abode, without
any cohabitation, with the intention of terminating the marriage, do
hereby expressly agree to continue to do so. Each party shall, as far
as the law allows, be free of interference, authority, and control, direct
or indirect, by the other as fully as if she or he were single and
unmarried.

2. Neither party shall interfere with or molest the other or
endeavor in any way to exercise any marital relations with the other or
to compel or endeavor to compel the other to cohabit or dwell with him
or her.

3. The parties agree that Wife shall have the care and custody
of the minor child, Lisa Tant, and Husband shall have the right to
reasonable supervised visitation upon giving notice beforehand of visitation.
Wife shall have sole responsibility for support and maintenance of minor
child. Wife releases Husband from obligation of paying child support on
behalf of minor child.

4. Wife agrees to provide medical insurance coverage through
employer for Husband until the date of divorce.

5. Wife agrees to provide medical insurance coverage through her
employer for the minor child and Wife agrees to pay all medical and
dental bill bills incurred by minor child which are not covered by said
medical insurance plan.

6. Wife hereby releases and discharges Husband absolutely and
forever, for the rest of her life, from any and all claims and demands,
past, present, and future, for alimony and support and maintenance, both
pendente lite and permanent. The Wife expressly acknowledges that her
mutual waiver of alimony and support and maintenance herein set forth is
not subject to any modification by any Court for any reason whatsoever.

7. Husband hereby release and discharges Wife absolutely and
forever, for the rest of his life, from any and all claims and demands,
past, present and future, for alimony and support and maintenance,
both pendente lite and permanent. The Husband expressly acknowledges
that his mutual waiver of alimony and support and maintenance herein set
forth is not subject of any modification by any Court for any reason
whatsoever.

8. The parties hereto agree that their personal property and furnishings have been divided to their mutual satisfaction and each hereby releases any right in and to the personal property of the other.

9. The parties hereto agree to share the proceeds of any tax refunds, federal and state, for the year 1988 with Wife receiving two-thirds (2/3) of proceeds and Husband receiving one-third (1/3) of proceed. For the years thereafter, the parties agree to file separate tax returns.

10. The parties hereto agree that Husband will execute a deed transferring the real property known as 1874 Tank Road, Finksburg, Maryland to Wife. Wife will thereafter assume sole responsibility for maintenance and upkeep of property including payment of mortgage, taxes and insurance expenses.

11. Each of the parties agrees to pay their own counsel fees, both for the preparation of this Agreement and for the entire representation by counsel in this matter.

12. Any Court costs, including the costs of the ExaminerMaster in any divorce proceeding that may be instituted between the parties, are to be paid by the party filing for divorce.

13. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and for his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interests which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party and thus this shall be equivalent to a "General Release, " including all interests incident to the marriage

relation now or at any time hereafter existing or occurring in the property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Section 8-201 through 8-213 and as amended, Family Law Article, Annotated Code of Maryland, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and that upon the death of either, the property, both real and personal then owned by him or her shall pass by his or her Will or under the laws of descent as the case may be, free from any right of inheritance, title, or claim in the other party as if the parties at such time were unmarried.

14. The Wife will assume responsibility for the marital debts including payment of the mortgage on the real property. The parties hereto agree that no further debts have and/or will be contracted in the name of the other party, and to indemnify and hold the other harmless from any expenses, including reasonable attorney's fees, in the event of a breach of this paragraph. The parties further agree that neither shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter secure or attempt to secure any credit upon or in connection with the other, or in his/her name, and each of them will promptly pay all debts and discharge all financial obligations which each may hereafter incur for himself or herself.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may be pending or which may hereafter be instituted, this Agreement will be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof, in said decree, then, and in that event, the parties for themselves and their

respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction base upon any part or future conduct of the other, nor to bar the other from defending any such suit. However, in the event any such action is instituted, each party shall be bound by all the terms of this Agreement.

16. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or exercise any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or the release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

17. The parties expressly acknowledge that this Agreement shall be forever binding between the parties except as herein stated or unless modified or waived by the parties. This Agreement can only be modified, rescinded or abrogated by a formal written instrument and not by the act of the parties. Therefore, resumption of cohabitation or reconciliation shall not void this Agreement.

18. The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument, particularly, Wife has been represented by Debra A. Sober, Esquire, Howard M. Grossfeld, P.A. and Husband understands that Debra A. Sober, Esquire, Howard M. Grossfeld, P.A. is not his attorney; and that no representations of fact have been made by either party to the other except as herein expressly set forth; and that this Agreement contains the entire understanding of the parties. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein, and each party acknowledges that this Agreement is fair and reasonable and that each signs this Agreement freely and voluntarily. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal, or mixed, whether titled in their name or in the name of others, and all rights, liabilities, titles interests, and/or claims each may have whether inchoate or otherwise.

19. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

20. This Agreement shall be construed in accordance with the laws of the State of Maryland.

21. This Agreement supercedes any Agreement made between the parties either orally or written.

IN WITNESS WHEREOF, the parties herunto set their hands and affix their seals the date and year first above written.

Karen R. Smitana
WITNESS
WITNESS

Tanya Amy Jant
WIFE
Eric David Jant
HUSBAND

BOOK 40 PAGE 975

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10 day of Feb, 1989,
before me, a Notary Public, in and for the State and County aforesaid,
personally appeared Joyce Ann Tant, and she made oath in due form of law
that the matters and facts set forth in the aforgoing Agreement with
respect to the voluntary separation of the parties are true and correct as
therein stated and acknowledged said Agreement to be her act.

AS WITNESS, my hand and Notarial Seal.

Karen R. Ametana
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10 day of Feb, 1989,
before me, a Notary Public, in and for the State and County aforesaid,
personally appeared Eric Laird Tant, and he made oath in due form of law
that the matters and facts set forth in the aforgoing Agreement with respect
to the voluntary separation of the parties are true and correct as therein
stated and acknowledged said Agreement to be his act.

AS WITNESS, my hand and Notarial Seal.

Karen R. Ametana
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

BOOK 40 PAGE 976

CAPRI L. PORTER	:	In the
Plaintiff	:	Circuit Court
vs -	:	for
ARNOLD LEON PORTER	:	Carroll County
Defendant	:	Case No. CV 8629

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by
the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of June,
Nineteen Hundred and Ninety, that the above-named Plaintiff, Capri
L. Porter, be and she is hereby granted an Absolute Divorce from the
Defendant; and

It is further ADJUDGED and ORDERED that the Voluntary Separation
and Property Settlement Agreement by and between the parties hereto,
executed May 14, 1990 and filed in this cause of action, be and it is
hereby approved and incorporated, but not merged, into this Judgment
of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Capri L. Porter, be
and she is hereby awarded custody of Lindze Capri Porter and Sarah L.
Porter, the minor children of the parties hereto, with the right unto
the Defendant, Arnold Leon Porter, to visit said children as set out
in Paragraph 3 of said Agreement; all subject, however, to the con-
tinuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the
Plaintiff the sum of \$62.50 per child per week, for a total of
\$125.00 per week toward the support of the minor children of the
parties, subject to the further Order of this Court; and

fil. June 13, 1990

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED, that the Plaintiff is entitled to \$41,000.00 of the Profit Sharing Plan in which Defendant is a participant in connection with his employment at Noxell Corporation; and the following information is provided with the intention that this Order qualify as a Qualified Domestic Relations Order (QDRO) for purposes of assigning said sum (\$41,000.00) of Defendant's interest in his employer's Profit Sharing Plan unto Plaintiff:

1. The name of the plan is: Noxell Corporation Profit Sharing Plan
11050 York Road
Hunt Valley, Maryland 21030-2098
Plan No.001, employer ID No. 52-0432540
2. The name of the Plan Administrator is: Noxell Corporation.
3. The participant spouse is:
Arnold L. Porter
6 Shawnee Court, Apt. 102
Baltimore, Maryland 21236
S.S. No. 213-66-7593

4. The beneficiary payee is:
Capri L. Porter
809 Clearview Ave.
Hampstead, Maryland 21074
S.S. No. 213-78-1793
5. The beneficiary payee and the participant were married on July 3, 1981 and are divorced as of the date of this Judgment of Absolute Divorce.
6. Benefits shall be paid from the Plan as follows:
Beneficiary payee shall be entitled to a portion of the Plan equal to \$41,000.00 which sum shall represent full compensation for any interest which she has in the Plan. Said \$41,000.00 will be placed in a separate account in the Plan and will be in the name of beneficiary payee only and any beneficiary she designates. Said \$41,000.00 will be placed in a "Conservation of Principal Account" within the Plan. Any interest accruing on the \$41,000.00 described above will be credited to beneficiary payee's account. She will not be entitled to receive any of the funds in her separate account until participant spouse terminates his employment at Noxell, is disabled, retires, or is eligible to retire. The earliest retirement permitted under the Plan is age 55 and beneficiary payee will, in writing, advise the Plan as to when participant spouse reaches age 55. Beneficiary payee acknowledges that she is familiar with the rules and regulations of the Plan or has discussed same with the representatives of the Plan and agrees to be bound by all present and future requirements of the Plan.
7. Beneficiary payee expressly waives any legal right she may have under any Federal or State law as a spouse to participate as a payee or beneficiary regarding any interest she may have in participant spouse's pension plan including, but not limited to, the right beneficiary payee may have to receive any benefit in the form of a lump sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any Federal or State law.
8. The parties consent to any election made by the other, now or at any time hereafter, with respect to the recipient and form of payment of any benefit upon retirement or death under any such pension plan and the Profit Sharing Plan or other form of retirement or deferred income plan. The parties will, within 10 days of the request by either, execute such documents as may be necessary to accomplish the purposes of this provision, including, but not limited to, a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

9. The participant spouse, the beneficiary payee, and the Court intend this Order to be a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, Pub.L. No. 98-397.
10. This Order is issued pursuant to the Annotated Code of Maryland, Family Law Article, §8-205 which relates to marital property, as defined therein between spouses and former spouses in actions for divorce.

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rube K. Burns, Jr.
Judge

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Capri L. Porter ("Wife") and Arnold L. Porter ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 3, 1981, in Cecil County, Maryland. Two children were born to them as a result of their marriage, namely, Lindze C. Porter, born March 3, 1983, and Sarah L. Porter, born March 24, 1986, hereinafter referred to as the "Children". Differences have arisen between the parties and they are now and have been since May 22, 1987, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he or she now has or may hereafter acquire in the real, personal or

other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§ 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places as the Parties have been doing prior to the signing of this Agreement.

If either party plans to have the Children with him or her overnight at a place other than the party's residence, the other party shall be notified twenty-four hours in advance and supplied with the address and telephone number where the Children can be reached.

The Wife has indicated that she intends to move to Florida in the near future. Upon moving to Florida, the Parties agree that during the summer months of each year the Children shall spend at least two weeks (or a greater period of time if the Parties mutually agree) with the Husband at the Husband's residence or at any other location chosen by the Husband.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child, the sum of Sixty-Two Dollars and Fifty Cents (\$62.50) per week per child, for a total of One Hundred Thirty Five Dollars (\$135.00) per week for both Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child becoming self-supporting; or, (4) the Child attaining the age of 18 years.

Husband and Wife agree that each shall claim one child as a dependent for Federal and State income tax purposes. Consequently, at the time of signing this Agreement, Wife agrees to sign the attached IRS Form 8332 releasing her right to claim Sarah L. Porter as an exemption for all future years.

5. MEDICAL INSURANCE

The Husband shall provide medical insurance for the benefit of the Children so long as such insurance is a benefit provided to him by his employer. The parties understand and agree that the precise terms of any medical insurance provided for the Children will depend upon the terms of insurance coverage offered by the Husband's employer. Such medical insurance coverage shall continue until the first to occur of any of the following events with respect to each child: (1) marriage of the Child; (2) the Child becoming self-supporting; or (3) the Child attaining the age of 18.

6. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

7. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties have divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Simultaneously with the execution of this Agreement: (1) Husband shall assign to Wife all of his right, title, and interest in and to the 1984 Chevrolet Cavalier automobile which is presently in Wife's possession and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Husband shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration and (2) Wife shall assign to Husband all of her right, title and interest in and to the 1988 Honda Prelude automobile, which is presently in his possession, and shall, at

Husband's request, assign to Husband all of her right, title and interest in and to the said automobile and shall, at Husband's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign the gift certification form provided by the Motor Vehicle Administration.

C. Each party shall be responsible for the costs associated with placing the vehicle in his or her name. Each party shall be solely responsible for any debt associated with the vehicle that is being placed in his or her name.

D. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 809 Clearview Avenue, Hampstead, Maryland 21074 (the "Home"). The Home is subject to the lien of a mortgage. The parties have listed the Home for sale with a real estate broker. The parties may accept any offer only by agreement between them. Wife may continue to occupy the Home until the closing, and shall be responsible for all expenses thereof (excluding the mortgage payments covering principle, interest, taxes and insurance, which are presently being made by the Husband), including, but not limited to, water and utility bills, telephone bills, and insurance premiums on the contents of the Home; provided, however that the cost of any major necessary repairs or any improvements which may be required by the sale of the Home shall be divided equally between the parties. Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties, without contribution to either party for payments made after the separation of the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price:

A. Any broker's commission, and/or attorney's fees incurred in connection with the sale;

B. All expenses of sale and closing costs; and,

C. The principal, accrued interest and any prepayment penalty due on the mortgage.

The net proceeds of sale shall include any funds credited and/or refunded to the parties from any mortgage escrow account.

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1990 if they both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

13. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. LEGAL REPRESENTATION

9. PENSION AND PROFIT SHARING PLAN

A. Profit Sharing Plan - Arnold L. Porter ("Husband") is a participant in the Noxell Corporation Profit Sharing Plan, 11050 York Road, Hunt Valley, Maryland 21030-2098, Plan No. 001, Employer ID No. 52-0432540 (hereinafter the "Plan"). The Parties agree that Capri L. Porter ("Wife") shall be entitled to a portion of the Plan equal to \$41,000.00 which sum shall represent full compensation for any interest which the Wife has in the Plan. Wife's present address is 809 Clearview Avenue, Hampstead, Md. 21074 and her social security number is 213-78-1793. Wife agrees to provide written notice to the Plan of any change in her address.

Wife understands and agrees that the \$41,000.00 mentioned above will be placed in a separate account in the Plan and will be in the name of the Wife only and any beneficiary she designates. The Wife's \$41,000.00 described above will be placed in a "Conservation of Principal Account" within the Plan. Any interest accruing on the \$41,000.00 described above will be credited to Wife's account. The Wife understands and agrees that she will not be entitled to receive any of the funds in her separate account until the Husband terminates his employment at Noxell, is disabled, retires or is eligible to retire. Since the earliest retirement permitted under the Plan is age 55, the Wife, also referred to as the Alternate Payee, will, in writing, advise the Plan as to when the Husband, also known as the Participant, reaches age 55.

Wife acknowledges that she is familiar with the rules and regulations of the Plan or has discussed same with the representatives of the Plan and agrees to be bound by all present and future requirements of the Plan.

B. Pension Plan - Wife expressly waives any legal right she may have under any Federal or State law as a spouse to participate as a payee or beneficiary regarding any interest she may have in Husband's pension plan including, but not limited to, the right Wife may have to receive any benefit in the form of a lump sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any Federal or State law.

C. Consent - The parties expressly consent to any election made by the other, now or at any time hereafter, with respect to the recipient and form of payment of any benefit upon retirement or death under any such pension plan and the Profit Sharing Plan or other form of retirement or deferred income plan. The Parties will, within 10 days of the request by either, execute such documents as may be necessary to accomplish the purposes of this provision, including, but not limited to, a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

10. DEBTS

The parties hereby acknowledge that A. J. Szczerbicki, Esquire, has provided legal representation and advice to Husband in connection with the parties' separation and the drafting of this Agreement. Wife expressly acknowledges that she has been advised and afforded every opportunity to obtain independent counsel of her own selection in connection with this Agreement, so that she may have her own attorney answer any questions which she may have. Wife further acknowledges that A. J. Szczerbicki has neither represented Wife nor provided her with any legal advice in connection with the terms or operating effects of this Agreement. Wife further acknowledges that her decision to execute this Agreement without her own attorney is made freely and voluntarily.

15. JURISDICTION

The parties covenant and agree that, the Courts of the State of Maryland shall have jurisdiction over the subject matter of any disputes concerning or arising out of this Agreement.

16. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§ 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was or had the opportunity to be represented by independent counsel of

his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Notwithstanding any other provisions of this Agreement, each party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from this marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.

F. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

G. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

H. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

I. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

J. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

K. This Agreement shall be executed in duplicate and the duplicate copy shall have the same force and effect as if it were the original copy.

IN WITNESS WHEREOF, the said parties have hereunder set their hands and seals the day and year first above written.

WITNESS:

Capri L. Porter (SEAL)
Capri L. Porter
Arnold L. Porter (SEAL)
Arnold L. Porter

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of May, 1990, the above-named Capri L. Porter, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Bonnie S. Appell Seal
NOTARY PUBLIC

My Commission Expires:
7-1-90

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of May, 1990, the above-named Arnold L. Porter, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Bonnie S. Appell Seal
NOTARY PUBLIC

My Commission Expires:
7-1-90

BOOK 40 PAGE 989

CHRISTINE F. OSBORNE : In the
Plaintiff : Circuit Court
vs. : for
NATHAN W. JOHNSON : Carroll County
Defendant : Case No. CV 8648

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of June,
Nineteen Hundred and Ninety, that the above-named Plaintiff,
Christine F. Osborne, be and she is hereby granted an Absolute
Divorce from the Defendant, Nathan W. Johnson; and

It is further ORDERED that the Plaintiff pay the costs of
these proceedings.

Luke K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
JUN 13 12 05 PM '90
LAWYER
CLERK

BOOK 40 PAGE 990

SUSAN F. PETERSON : In the
Plaintiff : Circuit Court
vs. : for
JAMES K. PETERSON : Carroll County
Defendant : Case No. CV 9032

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of June,
Nineteen Hundred and Ninety, that the above-named Plaintiff, Susan
F. Peterson, be and she is hereby granted an Absolute Divorce from
the Defendant; and

It is further ADJUDGED and ORDERED that the Separation Agreement
by and between the parties hereto, dated April 9, 1990 and filed in
this cause of action, be and it is hereby approved and incorporated,
but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff, Susan F. Peterson,
be and she is hereby awarded the custody of Kevin Michael Peterson,
and Kristen Laura Peterson, the minor children of the parties, with
the right unto the Defendant, James K. Peterson, to have visitation
with said children as set out in Paragraph 9 of said Agreement, all
subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Defendant pay direct unto the
Plaintiff, the sum of \$500.00 per month toward the support of the
minor children of the parties, subject to the further Order of this
Court; and

fd June 13, 1990

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule E. Burns
Judge

SEPARATION AGREEMENT

THIS AGREEMENT is made this 9th day of April, 1989, by and between JAMES KEVIN PETERSON, hereinafter referred to as the Husband, and SUSAN FERRY PETERSON, hereinafter referred to as the Wife.

WHEREAS, the parties hereto were married on June 16, 1979, in a religious ceremony in the state of Maryland, and have lived together as Husband and Wife; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties hereby voluntarily and mutually agree to live separate and apart and have from the 1st day of May, 1989, lived separate and apart; and

WHEREAS, it is the desire of the parties hereto to make full and complete settlement of the property now owned by them and which may be hereafter acquired by them; and

WHEREAS, there were two children born to the parties as a result of their marriage, namely, KEVIN MICHAEL PETERSON, born December 25, 1983, and Kristen Laura Peterson, born September 28, 1986; and

WHEREAS, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, and to settle their respective property rights and all other matters growing out of their marital relation, including custody of the minor children.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH:

PL Exhibit No. 1

That for and in consideration of the promises and of the mutual covenants, agreements and releases herein contained, as well as other good and valuable consideration, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, as of May 1, 1989, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with

full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to promptly execute all necessary documents to carry out the terms of this Agreement.

4. All indebtedness and liabilities incurred or created by the parties prior to and including May 1, 1989, have been paid in full with the exception of those referred to herein. All indebtedness and liabilities incurred or created solely by the Husband subsequent to May 1, 1989, shall be wholly paid by the Husband and the Husband agrees to keep the Wife safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Husband subsequent thereto. All indebtedness and liabilities incurred or created solely by the Wife subsequent to May 1, 1989, shall be wholly paid by the Wife and the Wife agrees to keep the Husband safe and harmless from the payment of any part of the indebtedness and liabilities incurred by the Wife subsequent thereto.

5. The parties agree that the present value of Husband's ^{professional} pension is \$70,000. Husband agrees that, in lieu of paying Wife her share now, he shall pay the costs of each child's attendance at college/trade school up to ^{\$17,500} \$35,000 for each child. In the event that either child does not attend college/trade school, that child shall receive the sum of \$17,500 from Husband upon attaining the age of 21 years, and Husband shall be responsible for the payment of up to ^{\$17,500} \$35,000 of college/trade school costs for the other child. In the event that neither child attends college/trade school, each child shall receive the sum of

\$17,500 from Husband when each reaches 21 years. Wife agrees that this satisfies Husband's obligation to her for her share of his pension and accepts this as full satisfaction of her share. Wife understands that her share shall be used to pay for the college/trade school education costs for the children (and or the alternative payments outlined above) and she accepts this arrangement and therefore waives any and all right she may have to a direct payment to her for her interest in Husband's pension.

6. All joint checking and savings accounts of the parties have been closed and divided as of the execution of this agreement.

All tangible personal property and household chattels of the parties have been previously divided and agreed upon. All items presently located at the marital residence of the parties at 2212 Timothy Drive, Westminster, MD 21157 shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, from and after the date of execution of this Agreement. All of those items located at Wife's current residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, from and after the date of execution of this Agreement.

7. The parties own, as tenants by the entireties, improved premises in Carroll County known as 2212 Timothy Drive, Westminster, MD 21157 (the "home"). The home is subject to the lien of a mortgage.

a. The parties agree that Husband may have the sole use and possession of the home for so long as he desires and so long

as he timely makes the payment referred to herein. Husband shall be solely responsible for all expenses of the home, including but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, insurance premiums on the home and contents, and the cost of pest control, repairs and improvements. Notwithstanding anything herein to the contrary, in the event any of the above charges are not timely paid by Husband, Wife has the option of selling the home and Husband specifically gives Wife power of attorney to do so on his behalf and shall sign whatever is necessary, upon request, to facilitate the sale. If this forced sale by Wife occurs as the result of Husband's failure to timely make any payments referenced above, then the equity from the sale shall be divided equally between the parties, after deduction of the first mortgage, attorney's fees, broker's commission and other costs of sale. In the event that Wife had already been paid ~~\$29,500~~ ^{28,300} under paragraph c. hereinbelow, Wife's share of the equity shall be reduced by ~~\$14,750~~ ^{14,150.98} and Husband's share of the equity shall be increased by ~~\$14,750~~ ^{14,150.98} so that the parties final equity share shall be equal. Thereafter, Wife shall be reimbursed from Husband's share of equity for those amounts that she is out of pocket as the result of Husband's breach so that the net share to Husband reflects this reduction. As an example, if the equity in the home on a forced sale because of Husband's breach (failure to make timely payments) was \$80,000, then each party would be entitled to \$40,000. Wife's share of \$40,000 would be reduced by ~~\$14,750~~ ^{14,150.98} to make a net payment to wife of \$25,250 in equity and

Husband's share of \$40,000 would be increased to \$54,750. Thereafter, Husband's share would be reduced to reflect those amounts Wife was out of pocket as a result of his breach. For example, if she had to make 2 electric bill payments at \$25 each for a total of \$50, Husband's payout would be reduced to \$54,700 and Wife's payout would be increased to \$25,300.

b. In the event the home is sold within the next three years, Husband and Wife shall split the equity remaining after paying off the first mortgage, attorney's fees, broker's commission and other costs of sale. *Unless the husband has paid the \$25,300 to wife then that shall be the extent of husband's liability to wife.*

off c. In the event Husband decides not to sell the home prior to three years after the date of execution of this Agreement, he shall pay to Wife, within three years after the date of execution of this Agreement, the sum of ~~\$29,500~~ ^{28,300} as and for her interest in the home. In the event Husband has not sold the house within three years and has also not paid Wife the agreed ~~\$29,500~~ ^{28,300}, *off* Wife has the right to sell the home and proceed in accordance with the paragraph a. hereinabove.

8. The Wife transfers and assigns to the Husband all of her right, title and interest in and to the 1989 Sentra, and Husband agrees to be solely responsible for the payments for the said automobile. Husband hereby transfers and assigns to Wife all of his right, title and interest in and to the 1985 Subaru, and Husband shall execute such documents as may be necessary and proper for the issuance of a new certificate of title for said automobile in the Wife's name alone when requested by Wife, including but not

limited to a gift certification.

off 9. The Wife shall have the care and custody of the minor children of the parties with the right and privilege to the Husband to visit as follows:

a. every Tuesday evening, when Husband shall pick up the children from the babysitter's and bring them back to the babysitter's the following morning in time to catch the schoolbus.

b. every other weekend, beginning Friday evening at 6:00 p.m. and ending Sunday evening at 6:00 p.m.

c. two weeks vacation each summer; Husband will notify Wife at least two months in advance as to when he is planning to take these vacations. Wife will also be permitted to have the children for such a two week uninterrupted time period.

d. alternating holidays or flexible holidays depending on the needs of the children and the circumstances of the parents. Husband and Wife shall spend time over the phone every September outlining holiday plans for children for the coming year

10. Commencing on the first day of December and payable on the first day of each month thereafter, the Husband shall pay to the Wife for the support and maintenance of the minor children, the sum of five hundred dollars (\$500.00) per month. As additional support, the Husband shall:

off ^{50% of} a. maintain health insurance for the children and shall pay those medical, orthodontal, dental and optical expenses not covered by insurance.

b. pay one-half of the children's clothing expense.

c. pay for tuition payments for Kristen's nursery school for the current school year and for the 1990-1991 school year.

d. pay for reasonable costs of music lessons, involvement in sports and other extracurricular activities for the children. This will be discussed and decided on by both husband and wife beforehand.

The parties obligations for child support as hereinabove delineated shall terminate upon the first to occur of the following events:

- (i) Death of the Husband, Wife or children;
- (ii) Children's marriage;
- (iii) Children's eighteenth birthday.

11. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

12. Husband agrees that he shall maintain life insurance on his life in the amount of \$100,000 and shall name the Wife as the sole beneficiary for that insurance until such time as the minor children shall have graduated from college. The policy(ies) must

always be paid up to date, nothing borrowed against them, and neither party shall exercise nor shall suffer to be exercised any right of ownership that he may have in his respective policies, including the right that he may have to obtain any cash surrender value.

13. Except as otherwise provided herein, the parties, and each of his or her respective heirs, personal representatives and assigns, in consideration of the rights set apart to each of them on the terms hereof, receive the same in full and complete settlement and release of all claims and demands of every kind, name or nature against the other, including all liability now or at any time hereafter existing or accruing either on account of dower, thirds or allowances, either statutory or arising in common law, incident to the marriage relation, intending to relieve the parties entirely from all personal claims and demands and from any that may hereafter attach, arising in any manner from the relation of Husband and Wife and from any and all costs, charges and expenses incident to any divorce suit now pending or that may hereafter be commenced by either of the parties against the other; and further, the parties release each other from all claims, homestead rights, or any interest whatsoever in any property, (under any law) real or personal, which each may now own or may be set off to him in the terms of this Agreement, or that he or she may at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase, or otherwise, specifically including all claims, demands and interests

arising under the Marital Property Act, as from time to time amended, it being understood that this settlement is a total and complete release of the Husband by the Wife and of the Wife by the Husband of all matters and charges whatsoever, and that the parties shall after this settlement require nothing whatever of the other as though the marriage relation had never existed between them.

14. Each party waives and relinquishes, except as in this Agreement otherwise provided, any and all rights which he or she may now or hereafter have or acquire to succeed to the estate of the other; and each hereby expressly waives and relinquishes any and all rights to act as personal representative or to nominate a personal representative of the estate of the other or to have set aside to him or to her any of the property of the other as community property, or to have set aside to him or her by any court having jurisdiction of any portion of the estate of the other any homestead or other property which might be set aside to a surviving spouse as exempt property, or to demand any family allowance, or any other right, benefit or emolument from the estate of the other, and both parties hereto agree that each will never exercise any right to select a homestead from the property of the other during his or her lifetime.

15. The parties agree to split the legal costs in connection with any subsequent divorce proceeding on no-fault grounds or otherwise, notwithstanding who may be the petitioner in that proceeding. The parties further agree that should either find it

necessary to incur costs and/or fees in order to enforce the terms of this Agreement, that the party who is successful in his or her efforts to enforce said terms, shall be reimbursed by the other party for any costs and/or fees incurred.

16. Each of the parties agrees that for calendar year 1989 they shall execute and file joint Federal and State income tax returns. Husband shall be responsible for retaining and paying for the services of an accountant or other qualified person to prepare the tax returns. Any tax refund resulting from over-payment of taxes will be divided equally between the parties and any liability shall be split equally. Thereafter, the parties may file joint tax returns only if both consent thereto.

17. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

18. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

19. Each of the parties agrees to execute such other and further instruments and perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

20. No provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that the said

party or his or her legal representative drafted all or any part hereof.

21. Should any provision(s) of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

22. With the approval of any court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated but not merged in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they will nevertheless abide by and carry out all of the provisions thereof.

23. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or both of the parties now is or may become a resident of a different state.

24. Each party hereto declares that she or he has read the foregoing Separation Agreement, and that he or she had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice

and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which constitute an original, the date first above written.

WITNESS:

James K. Peterson *J. K. Peterson* (SEAL)
JAMES KEVIN PETERSON

Susan Ferry Peterson *Susan Ferry Peterson* (SEAL)
SUSAN FERRY PETERSON

STATE OF MARYLAND)
COUNTY OF) ss:

I HEREBY CERTIFY that before the undersigned, a Notary Public, personally appeared JAMES KEVIN PETERSON, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 5th day of

BOOK 40 PAGE 1005

April, 1990
1989.

Carolyn R. Carter
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND)
COUNTY OF Carroll) SS:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared SUSAN FERRY PETERSON, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and official seal this 9th day of April, 1989.
1990

Thomas J. Lee
NOTARY PUBLIC

My Commission Expires: 7/1/90



BOOK 40 PAGE 1006

MICHAEL L. GABRIEL	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
ANN M. GABRIEL	*	CARROLL COUNTY
Defendant	*	CASE NO. CV 6740

ORDER

Upon consideration of the pleadings and papers filed in the above referenced case, testimony and argument taken at a hearing held on February 12-14, 1990, a consent agreement placed on the record by counsel, proposed orders filed by counsel and upon review of the Court's Civil Tape No. 46, Keypoint 077 et seq., it is this 14th day of June, 1990

ORDERED that Plaintiff, MICHAEL L. GABRIEL, be and is hereby granted an absolute divorce from Defendant, ANN M. GABRIEL, pursuant to Md. Fam. Law Code Ann. §7-103(a)(1), and it is further

ORDERED that Defendant's counter-complaint be and is hereby DISMISSED, and it is further

ORDERED that both parties be awarded joint custody of the minor child, ADAM G. GABRIEL, such that the child has no primary residence, and it is further

ORDERED that the child shall stay with Plaintiff from Saturday night to Tuesday morning and with that same parent on the following week from Saturday night to Wednesday morning so

that each parent has physical custody of the minor for seven (7) out of every fourteen (14) days, and it is further

ORDERED that each parent shall take all reasonable steps necessary to foster a positive relationship between the child and the other parent, and it is further

ORDERED that neither parent, without a consent order or other court order, shall attempt to relocate the child's residence out of an area comprised of Baltimore County and the Maryland counties that touch Baltimore County (except that this area does not extend south of the City of Annapolis in Anne Arundel County), and it is further

ORDERED that the parents shall attend appropriate parenting mediation/counseling so that the parents are better able to make major initial decisions concerning the child, and it is further

ORDERED that the parents divide equally all costs of the counseling which insurance does not cover, and it is further

ORDERED that Plaintiff, MICHAEL C. GABRIEL, shall be entitled to claim the minor child as a dependent for income tax purposes in all even years and Defendant, ANN M. GABRIEL, shall be entitled to claim the minor child as a dependent in all odd years, and it is further

ORDERED that each parent execute a declaration of dependency to the other parent during a year that the executing parent is not entitled to claim the child as a dependent such

that the declaration assures the taxing authorities that the parent will not claim the child as a dependent for that tax year, and it is further

ORDERED that child support for the minor child be and is hereby resolved as follows:

1) Each party shall pay for routine care and maintenance of the child during the times that the child lives with the parent,

2) Each parent will maintain a policy of health insurance on which the child is listed as a covered individual during such times that such insurance is available through the parent's employment,

3) Plaintiff shall pay for all uninsured medical expenses,

4) Plaintiff shall pay for the child's private school tuition as long as the parties agree to send the child to a certain private school,

5) Both parents shall bear the costs equally of major expenses for the child when each parent agrees that the expense is necessary or otherwise desirable or when the expense is of an emergency medical nature,

and it is further

ORDERED that the required statements set forth in Md. Fam. Law Code Ann. §10-120(d) need not be included in this

Order, there being no specific amount of support ordered to be paid by one party to another, and it is further

ORDERED that Plaintiff pay to Defendant \$5,000.00 within six (6) months of the date of this Order as an adjustment of the rights and equities of the parties, and it is further

ORDERED that as a further adjustment of the rights and equities of the parties and pursuant to a settlement agreement placed on the record on February 14, 1990, Defendant, ANN M. GABRIEL, execute any instruments necessary to convey to Plaintiff, MICHAEL L. GABRIEL, all of her right, title and interest in the marital home located at 19 Tallow Court, Baltimore County, Maryland 21207, and it is further

ORDERED that the parties shall retain the personal property that each claims is the sole and exclusive property of the party, and it is further

ORDERED that all other marital personal property be divided by mutual agreement except that Plaintiff transfer any right, title and interest in a certain 1986 Plymouth Horizon automobile to Defendant pursuant to the settlement agreement placed on the record on February 14, 1990, and it is further

ORDERED that Plaintiff cooperate with Defendant in attempting to locate these items of Defendant's sole and exclusive personal property: 1) a certain bicycle, 2) a certain christening gown, 3) a certain lucite picture frame, 4) a certain student's desk, student's lamp and chair, 5) a

certain purple and white afghan, 6) a bookshelf and 7) a certain hopechest, and it is further

ORDERED that both parties have waived their right to alimony, and it is further

ORDERED that both parties shall pay their own counsel fees in this matter, and it is further

ORDERED that the parties divide equally all court costs, and it is further

ORDERED that this Court will retain jurisdiction and pass such other orders as circumstances require.

Raymond E. Beck, Sr.
JUDGE

ELSIE W. GRIMES * IN THE
 Plaintiff/Counter-Defendant * CIRCUIT COURT
 VS. * FOR
 EDWIN W. GRIMES, JR. * CARROLL COUNTY
 Defendant/Counter-Plaintiff * Case No. CV 4957

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This matter having come before the Court on Counter-Plaintiff's Supplemental Counterclaim for Absolute Divorce, testimony having been taken, it is 21st day of June, 1990

ORDERED that Counter-Plaintiff, Edwin W. Grimes, Jr., is hereby granted a Judgment of Absolute Divorce from Counter-Defendant, Elsie W. Grimes; and

IT IS FURTHER ORDERED that the Separation and Property Settlement Agreement dated June 15, 1990 be incorporated, but not merged into this Judgment; and

IT IS FURTHER ORDERED that Edwin W. Grimes, Jr. pay unto Elsie W. Grimes indefinite alimony in the amount of \$100.00 per week until the remarriage of Elsie W. Grimes or the death of either party, whichever occurs first, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED that Edwin W. Grimes, Jr. be denied alimony by reason of his express waiver thereof;

IT IS FURTHER ORDERED pursuant to Section 10-120 et seq of the Annotated Code of Maryland, Family Law Article:

MILLER AND MILLER, P.A.
 ATTORNEYS AT LAW
 SUITE 104
 8 RESERVOIR CIRCLE
 BALTIMORE, MARYLAND 21208
 (410) 438-1100

fd June 21, 1990

(a) If the obligor accumulates support payments arrears amounting to more than 30 days of support, the obligor shall be subject to Earnings Withholdings;

(b) the obligor is required to notify the Court within 10 days of any change of address or employment so long as the support order is in effect; and

(c) failure to comply with paragraph (b) of this subsection will subject the obligor to a penalty not to exceed \$250.00, and may result in the obligor's not receiving notice of proceedings for earnings withholdings; and

IT IS FURTHER ORDERED that Plaintiff shall pay any open court costs of these proceedings.

Duke K. Burns
 JUDGE

Approved as to form:

Susan S. Miller
 Susan S. Miller
 8 Reservoir Circle
 Suite 104
 Baltimore, Maryland 21208

Attorney for Plaintiff/
 Counter-Defendant

Richard V. Boswell
 Richard V. Boswell
 188 East Main Street
 Westminster, Maryland 21157

Attorney for Defendant/
 Counter Plaintiff

RECEIVED IN
 CIRCUIT COURT
 CARROLL COUNTY
 JUN 21 10 43 AM '90
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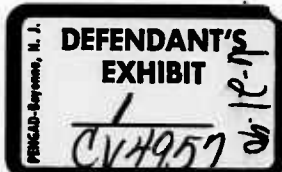
SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This Agreement is made this 15 day of June, 1990, by and between ELSIE W. GRIMES, hereinafter referred to as "Wife", and EDWIN W. GRIMES, JR., hereinafter referred to as "Husband."

The parties were married in a religious ceremony in Carroll County, Maryland on April 3, 1954. Three children were born as a result of this marriage, all of which are beyond the age of majority and are emancipated. Differences have arisen between the parties and they are now and have been living separate and apart since July 23, 1987. The parties deem it in their best interest to enter into this Agreement to formalize and settle all questions with regard to maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other and in property owned jointly by them, in marital property and other matters arising from the marriage relationship.

Now, therefore, in consideration of the covenants of each of the parties, they do hereby agree as follows:

1. Two Year Separation. On or about July 23, 1987, the parties separated from one another, and they have lived separate and apart from one another in separate abodes, without interruption, since the aforesaid date, for a period of more than two years prior to the date of this Agreement, and there is no reasonable hope or expectation of a reconciliation between the parties.



2. Alimony and Support. Commencing with the date of divorce, Husband shall pay directly to Wife as indefinite alimony, the sum of One Hundred dollars (\$100.00) per week, continuing until the first of the following to occur: (a) remarriage of Wife; or (b) death of either party, subject to the continuing jurisdiction of the Court.

Husband expressly waives, relinquishes, and releases forever, any and all rights he has or may have or would otherwise acquire in the future for his separate support, maintenance or alimony, as provided by the laws of the State of Maryland or any other state, territory or country.

3. Real Property. The parties own as tenants by the entireties the property known as 122 E. Nicodemus Road, Westminster, Maryland 21157. In consideration of the agreements contained herein, Wife agrees to pay to Husband the sum of \$45,000.00 within 75 days of the date of this Agreement. Upon payment of the \$45,000.00, Husband shall execute a Deed conveying his interest in the Property to Wife. Wife's attorney or her designee shall prepare the Deed. Husband shall be responsible for all mortgage payments, taxes and insurance until settlement. Husband shall pay off the balance of the mortgage with Royal Oak Federal Savings and Loan Association. The parties shall divide equally the escrow balance upon release of the mortgage. After settlement, Wife shall be responsible for all expenses relating to the Property, including, but not limited to any mortgage, taxes, insurance.

3. Personal Property. The parties agree that all personal property has been previously divided between them, including, but not limited to, any furniture, personal belongings, bank accounts, savings accounts, vehicles, trucks, trailers, antiques, guns, and any other type of property. They covenant and agree that each shall retain possession and sole and absolute title to all personal property which each now possesses. Each party specifically waives any right to any other personal property of the other.

4. Grave Lots, Vaults and Marker. The parties own two grave lots, two vaults and one marker at the Lakeview Memorial Park. Each party shall be entitled to one lot and vault and they shall share the marker.

5. Retirement Accounts. Wife hereby waives any right to the Profit Sharing Account of Husband at Finch Services, Inc. and hereby confers upon Husband the full right to change any beneficiaries of any retirement account.

6. Debts. The parties agree they have no joint debts. Husband and Wife each agree to assume full responsibility for any debts incurred by each of them prior to the signing of this Agreement and shall hold each harmless from any and all liability arising from any and all debts incurred prior to the execution of this Agreement. From and after the date of this Agreement, neither party shall pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debt or obligation in the other's name or on behalf of the other, and each shall hold and save the other harmless and indemnify the other,

from any such debt or obligation.

7. Monetary Award. Except as provided herein, each party expressly waives any right to a monetary award or equitable award of any type.

8. Attorney's Fees and Costs. Each party agrees to pay his or her own attorney's fees. Husband shall present testimony in Court of the two year separation. Wife shall pay open court costs in the amount of \$125.00. Husband shall pay any costs in excess thereof.

9. Mutual Release. Except for the rights provided in this Agreement, the parties for themselves and their respective personal representatives, heirs and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her personal representatives, heirs, and assigns, all claims, demands, accounts and causes of action whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause or thing up to the date of the execution of this Agreement, including, but not limited to, any claims which either party could have made against the other under the Maryland Property Disposition Act in divorce and annulment cases, Title 8, Subtitle 2, of the Family Law Article of the Annotated Code of Maryland, as amended, it being the intention of the parties hereto that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this Agreement. Each party does hereby mutually release, waive, surrender and assign unto the other, his or her personal

representatives, heirs, and assigns, all of the right, title, interest and claim which each party may now, or hereafter have as Husband, Wife, widow, widower or next-of-kin, successor or otherwise, in and to any property, real, personal or mixed, that either of the said parties may now own or hereafter acquire holding any rights of dower, statutory thirds, halves, or legal shares and widow's and widower's rights and neither shall participate in any way in the enjoyment of distribution of any of the estate of the other or have any right or receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the other party.

10. Incorporation of Agreement. With the approval of any Court of competent jurisdiction now or at any time in the future, this Agreement shall be incorporated but not merged, into any Judgment of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof in said Judgment, then in that event, the parties, for themselves and respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

11. Fairness of Agreement. Wife retained the services of Susan S. Miller, Esquire to represent her with regard to this Agreement and any divorce proceeding. Husband retained the services of Richard V. Boswell, Esquire to represent him with regard to this Agreement and any divorce proceeding. Each party has had the opportunity to have the provisions of the Agreement and

their legal effect fully explained to them, and all of the provisions of the Marital Property Act and all other pertinent statutory provisions, and each party affirms and acknowledges that this is a fair agreement and it is not the result of any fraud, duress, coercion, or undue influence exercised by either party upon the other, and they further agree that this Agreement contains the entire understanding of the parties and there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

12. General Provisions.

(a) The parties hereto shall at all times hereafter live apart and separate from each other, at such place or places, as he or she may from time to time select.

(b) Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single or unmarried.

(c) Neither party shall molest the other, or compel the other to cohabit or dwell with him or her.

(d) With the approval of any Court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will

nevertheless abide by and carry out all of the provisions thereof.

(e) The several clauses of this Agreement are severable and not dependent on each other or any other clause in this Agreement. In the event that any clause or clauses of this Agreement shall be determined to be null and void for any reason, it shall not void this entire instrument or any of the other clauses thereof not expressly declared null and void.

(f) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

(g) This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

(h) Upon a reconciliation of the parties, if any, the provisions hereof for custody, and settlement of the marital and property rights of the parties shall remain in full force and effect until declared null and void, in writing, by the parties.

(i) Each of the parties covenants and agrees to execute, acknowledge and deliver to the other any and all papers, documents, instruments and writings that may be reasonably required to effectuate the objects and purposes of this Agreement.

(j) This Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributes, and assigns, and all persons claiming by or through them or any of them.

As witness the hands and seals of the parties the day and year written below.

WITNESS:

Susan S. Miller Elsie W. Grimes (SEAL)
Elsie W. Grimes
6/15/90
Date

Edwin W. Grimes, Jr. (SEAL)
Edwin W. Grimes, Jr.
6-18-90
Date

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 15th day of June, 1990, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally Elsie W. Grimes, who made other in due form of law that the facts set forth in the above Agreement are true and correct to the best of her knowledge, and that this Agreement is of her own free act and deed.

AS WITNESS my hand and Notarial Seal.

Jennifer E. Harris
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 18th day of June, 1990, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared Edwin W. Grimes, who made other in due form of law that the facts set forth in the above Agreement are true and correct to the best of his knowledge, and that this Agreement is of his own free act and deed.

AS WITNESS my hand and Notarial Seal.

Catherine E. Dill
Notary Public

My Commission Expires: 7/1/90



BOOK 40 PAGE 1021

KIRK W. ATWOOD : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
PAMELA M. ATWOOD : CARROLL COUNTY
Defendant : CASE NO. CV8545

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 20th day of June, 1990, that the Plaintiff, KIRK W. ATWOOD, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PAMELA M. ATWOOD; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, BRIAN KIRK ATWOOD (born June 6, 1975), JAMIE MARIE ATWOOD (born June 21, 1977) KRISTY MICHELLE ATWOOD (born November 11, 1978) and SHELLY LYNN ATWOOD (born January 19, 1980) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the parties are charged generally with the support of said minor children; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated May 7, 1990 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

BOOK 40 PAGE 1022

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Ruth K. Burns, Jr. JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 7th day of MAY, 1990, by and between Pamela M. Atwood, hereinafter referred to as "Wife", party of the first part, and Kirk W. Atwood, hereinafter referred to as "Husband", party of the second part.

EXPLANATION

The parties hereto are Husband and Wife and they were married by a religious ceremony performed in College Park, Prince George's County, Maryland, on May 18, 1973.

As a result of their marriage, four (4) children were born to them, namely, Brian Kirk Atwood, who was born on June 6, 1975, Jamie Marie Atwood, who was born on June 21, 1977, Kristy Michelle Atwood, who was born on November 11, 1978 and Shelly Lynn Atwood, who was born on January 19, 1980. At the time of the signing of this Agreement, both parties hereto are residents of Carroll County, State of Maryland. The parties on or about January 19, 1989 did agree to mutually and voluntarily separate and to live separate and apart in separate places of abode without any cohabitation from that day forward, with the intention of terminating their marriage; and since that date they have continued to do so. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter

PA #1
5/15/90
[Signature]

into this Separation Agreement to formalize their voluntary separation; to settle their respective property rights, the rights of the parties to support, maintenance and counsel fees; the custody, visitation and support of the parties' children, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and mutual covenants of each of the parties, they do hereby covenant and agree with each other and their respective heirs, personal representatives and assigns as follows:

1. NOW WAIVER OF DIVORCE GROUNDS: Nothing contained in this Separation Agreement should be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. SEPARATION: The parties, having mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, with the intention of terminating their marriage, and having agreed to do so since on or about January 19, 1989, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any right or marital control over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. MOTOR VEHICLES: The parties agree that the 1985 Oldsmobile automobile, which is presently titled in the Husband's name and not subject to any lien, shall be the sole and separate property of the Husband; the 1987 Hyundai automobile, which is presently titled in the Husband's name and not subject to any lien, shall be the sole and separate property of the Wife and the 1973 Toyota automobile, which is presently titled in the Husband's name and not subject to any lien, shall be the sole and separate property of the Husband. The parties covenant that they shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for the said automobile that has to be transferred into the Wife's name alone. The Husband shall pay the cost of the transfer of the title for the said vehicle.

4. DIVISION OF PERSONAL PROPERTY: The parties have already divided, prior to the execution of this Separation Agreement, all of their right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china and silverware and other household chattels which the parties now own jointly. Each of the parties transfers and assigns unto the other all of his or her right, title and interest in and to the chattels respectively allocated to the other. Further, the parties shall each retain their own personal belongings including, but not limited to, clothing, jewelry and personal papers. And, except as otherwise herein provided, each of the parties shall own, have and enjoy, independently of any claim or

right of the other party, all items of personal of every kind, nature and description, and wheresoever situate, which are now owned or held by him or her, with full right to him or her to dispose of the same, as fully and effectually, in all respects and for all purposes as if he or she were unmarried.

5. REAL ESTATE: A. Sale - The parties agree to immediately list 5838 Woodbine Road, Woodbine, Maryland 21797 for sale with a mutually agreeable realtor who is a member of the Multiple List Service of Carroll County at a price of not less than One Hundred Thirty Thousand Dollars (\$130,000.00), and upon term as will obligate the parties as Sellers to accept any non-contingent (except as to financing) full price contract, less only a standard realtor's commission as settlement costs. After the payment of all mortgages and encumbrances, the net proceeds will be split equally between the parties.

B. Use Until Sale - Until the realty is sold, the party occupying the home shall be solely responsible for making the first and second mortgage payments, plus real estate taxes and homeowner's insurance. If neither party resides therein, each party shall be responsible for one-half (1/2) of such expenses.

6. REAL ESTATE - RIVER BEND ESTATES: It is understood and agreed that the parties are the owners of property located in River Bend Estates and it is agreed by them that this property shall be the sole and separate property of the Husband, with the Wife waiving any claim to the same. The Wife further

agrees to execute any and all documents necessary to convey title to this property to the Husband. Further, the Husband is responsible for any and all encumbrances, liens, debts, taxes, fees and anything else associated with this property as well as the cost of transferring the title to his name alone.

7. DEBTS: It is understood that other than those debts previously mentioned in Paragraph 3, MOTOR VEHICLES, and Paragraph 5, REAL ESTATE - HOME PROPERTY, that the only debts existing are the USAA Mastercard, which the Husband will be responsible for, and Fashion Bug and Penny's, which the Wife will be responsible for.

Further, it is agreed that neither party shall or has obligated the other party for any and all debts individually contracted for or incurred after the date of their separation, and further, each will not pledge, promise or encumber the credit of the other party now or in the future.

8. LIFE INSURANCE: It is agreed that the Husband shall continue to keep the Wife as the primary, irrevocable beneficiary on all his existing life insurance policies until such time as a decree of absolute divorce has been granted to either party. Thereafter, the parties' children shall be the primary, irrevocable beneficiaries of all his life insurance policies.

9. ALIMONY: In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the

parties and other good and valuable considerations, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future. This provision is not subject to modification by any Court at any time for any reason whatsoever.

10. CUSTODY OF CHILDREN: The parties agree that the children shall be in their joint care and custody, with it being understood and agreed that the primary residence of the children will be the Wife, her being designated as the primary custodian of the children and the children, shall live primarily at her home, and that the Husband shall be considered to be the secondary custodian, with his residence being the children's secondary home. The parties agree that the time that the children spend with the Husband shall be reasonable and liberal, at all times keeping in mind the best interests of their minor children.

Each of the parties agrees to keep the other informed at all times of the whereabouts of the minor children while the children are with the Wife or Husband respectively, and they mutually agree that if either of them has knowledge of any illness or accident and welfare of the children, the Husband or the Wife, as the case may be, will promptly notify the other of said circumstances. The parties, in addition, shall consult with each other with respect to the education and religious training of the children, their illnesses and operations (except in emergencies), their welfare and other matters of similar

importance affecting the children, whose well-being, education and development shall at all times be the paramount consideration of the parties.

The parties shall exert every reasonable effort to maintain free access and unhampered contact between the children and each of the parties, and to foster a feeling of affection between the children and the other party. Neither party shall do anything which may estrange the children from the other party or injure the opinion of the children as to their mother or father, or which may hamper the free and natural development of the children's love and respect for the other party.

11. SUPPORT OF CHILDREN: The Husband shall pay unto the Wife for the support and maintenance of the unemancipated children of the parties, directly unto her, the sum of Two Hundred Ten Dollars (\$210.00) per child per month effective May 1, 1990. Said payments with respect to each of the minor children of the parties shall cease and terminate upon the first to occur of any of the following events with regard to each of the said children: (a) arrival at age eighteen (18); (b) marriage; (c) self-supporting; (d) the Wife no longer has custody; or (e) death of said child or the Husband.

12. MEDICAL INSURANCE: The Husband agrees to maintain medical insurance for his Wife until a divorce under the presently existing policy.

The Husband agrees to maintain medical insurance for each of the minor children of the parties. The cost of all

reasonable and necessary medical, dental, nursing or hospital expenses, including costs of medicine, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for said children, not covered by medical insurance, shall be shared equally by the parties. The Husband's obligation for the costs of medicines and drugs shall not apply to the ordinary patent medicines usually kept in the medicine cabinet of the average house, such as aspirin, toothpaste, mouthwash, etc. Except in the case of an emergency or except when under all the circumstances it shall not be feasible or practical to have prior consultation with each other, it is the parties' intention to consult with each other prior to the selection of doctors, dentists or hospitals with whom bills are incurred on behalf of said children. If either party shall breach the conditions and restrictions of this paragraph, he or she, as the case may be, and his or her personal representatives, shall be liable to the other party or to the supplier for all reasonable and necessary bills incurred in connection with services, medicines or appliances furnished to the children during that particular breach. The terminal date of the Husband's obligation to provide medical insurance and medical expenses for the children will be the same as provided in the foregoing paragraph 11, SUPPORT OF CHILDREN.

13. INCOME TAX: The Wife shall be entitled to claim Brian as a dependent for Federal and State income tax purposes. The Husband shall be entitled to claim the remaining three (3)

children as dependents for Federal and State income tax purposes.

14. COUNSEL FEES AND COURT COSTS: The Husband agrees to contribute One Hundred Dollars (\$100.00) towards the Wife's attorney's fees incurred to date in the negotiation of a Separation Agreement. All other counsel fees of either party, including those incurred by either party as a result of Case No. CV 8545 currently pending in the Circuit Court for Carroll County, Maryland, or any subsequent legal action between the parties involving marital disputes, shall be the sole responsibility of the party incurring such fees. The Husband agrees to pay all Court costs incident to the grant of an Absolute Divorce resulting from any uncontested divorce action.

15. WAIVER OF CLAIM AGAINST ESTATE: Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quitclaims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter

existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including claims against the other's pension and/or death benefits, and further including all claims, demands and interests arising under The Marital Property Act, as codified in Title 8, Family Law Annotated Code of Maryland, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

16. WAIVER OF CLAIMS UNDER MARITAL PROPERTY ACT:

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, as codified in Title 8, Family Law, Annotated Code of Maryland, as amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties

concerning marital property, if any.

17. SOLDIERS AND SAILORS CIVIL RELIEF ACT: The Husband and Wife each agree to waive any and all rights they respectively may have under the provisions of the Soldiers and Sailors Civil Relief Act of 1940, as amended, in any subsequent action for divorce instituted by either of them, provided that the terms of the divorce decree will not contradict or in any way change, add to or delete from any of the terms of this Agreement. The Husband and Wife each realize that this waiver will allow a default judgment of divorce to be entered against him or her in accordance with the terms of this Agreement.

18. SUBSEQUENT DIVORCE PROCEEDINGS: Nothing herein shall be deemed as a waiver of any past or future conduct of either of the parties and nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for partial or absolute divorce against the other in any Court of competent jurisdiction. If consistent with the rules of practice of the Court granting a decree of absolute divorce, the pertinent provisions of the agreement shall be incorporated and made a part of the decree, but, notwithstanding such incorporation, this Agreement shall not be merged in such decree but shall in all respects survive the same and be forever binding and conclusive upon the parties.

19. MUTUAL RELEASE: Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other

rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all right in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired, and each will, upon request of his or her spouse, execute good and sufficient release of dower or curtesy to the other spouse, his or her heirs, personal representatives and assigns, or to any one else designated by the other spouse, his or her heirs, personal representatives and assigns, or will join, upon request, with the spouse, or his or her heirs, personal representatives and assigns, in executing any deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

20. FURTHER ASSURANCES: Each party shall, at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurance that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

21. MODIFICATIONS AND WAIVER: No modifications or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

22. ENTIRE AGREEMENT: This Agreement contains the

entire understanding of the parties. There are no representations, warranties, promises, covenants or other understandings other than those expressly set forth herein.

23. BINDING EFFECTS: The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns or any of them whether so expressed or not.

24. CONTROLLING LAW: This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

25. VOLUNTARINESS: Each of the parties declares that he or she has fully informed the other party as to his or her financial and other circumstances. Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities; that each believes this Agreement to be fair, just and reasonable, and that each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have set their hands and seals and initialed each page of four counterparts of this Separation Agreement, each of which will constitute an original, the date first above written.

WITNESS:

John A. Pellerite
Patricia L. Beall

Pamela M. Atwood (SEAL)
 PAMELA M. ATWOOD
Kirk W. Atwood (SEAL)
 KIRK W. ATWOOD

STATE OF MARYLAND)
 COUNTY OF ~~CARROLL~~ ^{MONTGOMERY} TO WIT:

I HEREBY CERTIFY that on this 4th day of May, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County first above written, personally appeared PAMELA M. ATWOOD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

Harold A. Pellerite
 Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND)
 COUNTY OF CARROLL) TO WIT:

HAROLD A. PELLERITE
 NOTARY PUBLIC STATE OF MARYLAND
 My Commission Expires July 1, 1990

I HEREBY CERTIFY that on this 7th day of May, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County first above written, personally appeared KIRK W. ATWOOD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.



Patricia L. Beall
 My Commission Expires: 7/1/90

BOOK 40 PAGE 1037

BARBARA JEAN SILVERS : In the
Plaintiff : Circuit Court
vs : for
STEVEN DALLAS SILVERS : Carroll County
Defendant : Case No. CV 8706

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Barbara Jean Silvers, be and she is hereby granted an Absolute Divorce from the Defendant, Steven Dallas Silvers; and

It is further ORDERED that the name of the Plaintiff, Barbara Jean Silvers, be and the same is hereby changed to Barbara Jean Baker, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Russ K. B...
Judge

RECEIVED IN
COURT OF
CARROLL COUNTY, MO
JUN 20 4 14 PM '90
CLERK

BOOK 40 PAGE 1038

KATHLEEN CYNTHIA DEAN : In the
Plaintiff : Circuit Court
vs : for
CHARLES ROBERT DEAN, JR. : Carroll County
Defendant : Case No. CV 8912

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Kathleen Cynthia Dean, be and she is hereby granted an Absolute Divorce from the Defendant, Charles Robert Dean, Jr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Kathleen Cynthia Dean, and the Defendant, Charles Robert Dean, Jr., be and they are hereby awarded joint custody of Kimberly Diane Dean, the minor child of the parties hereto, with said child's primary residence being with the Plaintiff, and with the right unto the Defendant for liberal visitation with said child; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Marital Settlement Agreement and Property Settlement by and between the parties hereto, dated March 29, 1990 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that child support for the minor child of the parties be and it is pursuant to Paragraphs 5 and 6 of said

Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Rude K. Bruno
Judge

MARITAL SETTLEMENT AGREEMENT
AND PROPERTY SETTLEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 29th day of March, Nineteen Hundred and Ninety, by and between CHARLES ROBERT DEAN, JR., whose present mailing address is in Baltimore County, Maryland, hereinafter called "Husband", and KATHLEEN CYNTHIA DEAN, whose present mailing address is 17910 Marshall Mill Road, Hampstead, Maryland 21074, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by civil ceremony in Baltimore County, State of Maryland, on the 1st day of February, 1980. One child was born of the marriage, namely; KIMBERLY DIANE DEAN, born March 23, 1982.

The parties have mutually agreed to voluntarily separate and did so on January 1, 1989, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefit arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on January 1, 1989.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital

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control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

NON-WAIVER OF RIGHTS

(3) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF
MINOR CHILD

(4) The parties shall have joint legal custody of their minor child; namely, KIMBERLY DIANE DEAN, born March 23, 1982, and the Wife shall have sole physical custody of said child.

SUPPORT OF MINOR CHILD

(5) Wife hereby waives her right to collect child support from Husband for a period of three (3) years from the execution of this agreement, in consideration of Husband's transferring to Wife all of his right, title, and interest in the family home, as described in Paragraph 12 of this Agreement. The parties acknowledge that a reasonable amount of child support at this time would be approximately One Hundred Dollars (\$100.00) per week.

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On April 1, 1993, or sooner if Wife exercises her option to purchase Husband's interest before that date, as specified in Paragraph 12, Husband shall commence making monthly child support payments to Wife in an amount to be agreed upon by the two of them or, in the event they are not able to agree, in an amount to be set by a Court of competent jurisdiction.

Said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

MINOR CHILD'S MEDICAL EXPENSES

(6) Husband shall maintain his presently existing health insurance for the benefit of the minor child, or comparable insurance should his present insurance become unavailable to him. The parties shall divide equally all non-insured medical expenses. Husband shall maintain said insurance until the child attains the age of twenty-three (23) years.

CHILD'S COLLEGE EDUCATION

(7) Husband and Wife shall divide equally the cost of four consecutive years of college education for the said minor child, provided, however, that the parties shall both have an equal voice in the choice of college to be attended by the child.

VISITATION

(8) Husband shall be afforded liberal rights of visitation with the child and of visitation by the child with him, all of which shall be reasonable as to times and circumstances.

WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the husband.

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Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(10) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(11) The 1977 Jeep automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate.

The 1985 Ford Tempo automobile presently titled in both the Husband and Wife's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone. The said motor vehicle is subject to a lien of Ford Motor Company, and the Husband agrees to assume responsibility

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for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation.

The 1990 Ford Probe automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. The said motor vehicle is subject to a lien of Sovran Bank, and the Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

REAL ESTATE

(12) The parties own, as tenants by the entireties, the real property and improvements known as 17910 Marshall Mill Road, Hampstead, Baltimore County, Maryland. Wife shall have exclusive use and possession of the home until April 1, 1993. During the period of Wife's use and possession, Wife shall be responsible for all mortgage payments, real property taxes, homeowner's insurance premiums on the home, and she shall indemnify and hold Husband harmless from any claim or actions filed against him as a result of said obligations. Neither party shall be entitled to contribution from the other.

The parties agree that the fair market value of the home is One Hundred Thirty-five Thousand Dollars (\$135,000.00). The balance due and owing on the first mortgage on the home to Investor's Federal Savings Bank is Fifty-six Thousand Four Hundred Forty-three Dollars and Eighty-one Cents (\$56,443.81), and the balance due and owing on the second mortgage on said home to Vermont Federal Savings and Loan is Nineteen Thousand Six Hundred Six Dollars and Three Cents (\$19,606.03). After deducting all costs of sale, including realtor's fee of 7%, transfer taxes and documentary stamps, the net value of the home is approximately Forty-eight Thousand Dollars (\$48,000.00) of which each party's interest is Twenty-four Thousand Dollars (\$24,000.00).

On April 1, 1993, in consideration of Wife's waiver of child support, contained in Paragraph 5 of this Agreement, and Wife's further waiver of Husband's retirement accounts, contained in Paragraph 14 of this Agreement, Husband shall convey unto Wife all his right, title and interest in and to the said

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home, and she shall indemnify and hold Husband harmless from any claim or action filed against him as a result of any said obligations.

Wife shall have the option of purchasing Husband's interest in the home at any time before April 1, 1993, by tendering to Husband a sum to be calculated by multiplying One Hundred Dollars (\$100.00) by the number of weeks remaining until April 1, 1993, at the time the tender is made. In the event either party shall die before April 1, 1993, Wife (or her estate, as the case may be) shall pay unto Husband (or his estate) a sum calculated as aforesaid, and Husband (or his estate) shall execute a deed conveying Husband's interest in the home to Wife.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS
SAVINGS BONDS, CERTIFICATES OF DEPOSIT
STOCKS, AND OTHER MONETARY ASSETS

(13) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

HUSBAND'S RETIREMENT ACCOUNTS

(14) Husband is the owner of a profit-sharing and/or other retirement or pension account related to his employment at Titon Sports, Inc., acknowledged to have a value of approximately Twenty-two Thousand Dollars (\$22,000.00). In consideration of Husband's agreement to convey his interest in the marital home to Wife, as contained in Paragraph 12 of this Agreement, Wife agrees to waive all of her right, title and interest in and to Husband's said pension, retirement, and profit-sharing benefits.

DEBTS

(15) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur

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in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

LIFE INSURANCE

(16) Husband shall maintain insurance on his life in the amount of One Hundred Thousand Dollars (\$100,000.00) and shall name the minor child as irrevocable beneficiary until she reaches the age of twenty-three (23) years.

WAIVER OF RIGHTS

(17) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Title 2, Subtitle 8, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower,

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statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(18) Husband shall pay Wife \$262.50 as contribution toward her attorney's fees relating to this Marital Settlement Agreement and the parties' divorce. The parties shall divide equally all court costs, including Master's fee, incurred in connection with their divorce.

INCORPORATION OF AGREEMENT

(19) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(20) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

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ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(21) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(22) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(23) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(24) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

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IN WITNESS WHEREOF, the parties have set their hands and seals this 29 day of March, Nineteen Hundred and Ninety.

Leon A. Phillips (SEAL)
WITNESS
Charles Robert Dean, Jr.
CHARLES ROBERT DEAN, JR.
Leon A. Phillips (SEAL)
WITNESS
Kathleen Cynthia Dean
KATHLEEN CYNTHIA DEAN

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 29 day of March, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES ROBERT DEAN, JR., and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement and Property Settlement are true.

AS WITNESS my hand and Notarial Seal.



Bonnie W. Cook
Notary Public-Commission expires 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 29 day of March, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KATHLEEN CYNTHIA DEAN, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement and Property Settlement are true.

AS WITNESS my hand and Notarial Seal.



Bonnie W. Cook
Notary Public-Commission expires 7/1/90

DOROTHY L. UTZ : In the
Plaintiff : Circuit Court
vs : for
KENNETH R. UTZ : Carroll County
Defendant : Case No. CV 8968

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 20th day of June, Nineteen Hundred and Ninety, that the above-named Plaintiff, Dorothy L. Utz, be and she is hereby granted an Absolute Divorce from Kenneth R. Utz; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JUN 20 4 45 PM '90
LEAHY, JUDGE
CLERK

WARREN LINCOLN EARLL : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MARGUERITA S. EARLL : CARROLL COUNTY
Defendant : CASE NO. CV9093

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *20th* day of June, 1990, that the Plaintiff, WARREN LINCOLN EARLL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARGUERITA S. EARLL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 5, 1989 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, MARGUERITA S. FARMER; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck, Jr.
JUDGE

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is entered into this *5th* day of *September*, 1989, by and between Warren Lincoln Earll, hereinafter referred to as "Husband," and Marguerita S. Earll, hereinafter referred to as "Wife."

EXPLANATORY STATEMENT

The parties were married on July 27, 1985 by a religious ceremony in Beach Haven, New Jersey.

Differences have arisen between the parties and on April 27, 1988, they began to live separate and apart from one another. The parties mutually desire to formalize their separation by this Agreement and to settle all questions of support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, the parties hereby covenant and agree as follows, all as of the effective date hereof:

1. Independent Counsel. Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement, without relying upon any representations other than those expressly set forth herein. Each has had the opportunity of obtaining independent legal advice concerning this Separation and Agreement prior to the execution hereof.

2. Waiver of Alimony. Each party hereby waives any and all claims

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which they may have past, present or future, to alimony, support and maintenance, both pendente lite and permanent. This provision is contingent upon the transfer of Husband's right, title and interest in the Home to the Wife.

3. Legal fees and Court Costs. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. If a divorce proceeding is brought by either party against the other, the Husband shall pay all the court costs thereof, including any Master's fee. In the event that Husband shall file for an Absolute Divorce based upon a voluntary one-year separation, incorporating therein the terms of this Property Settlement Agreement, Wife hereby agrees not to file an answer contesting the divorce based upon a one-year voluntary separation.

4. Real Property and Monetary Award. The parties own, as tenants by the entireties, improved premises in Queen Anne's county known as Route 1, Box 374, Chester, Maryland 21619 (the "Home"). The Home is subject to the lien of a mortgage. Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Simultaneously with the execution of this agreement, Husband shall deliver to Wife an executed deed to the Home, transferring his total interest in said property to Wife, at which time Wife shall pay to Husband, as a monetary award under Maryland Annotated Code, Family Law, Section 8-201 et seq., the total sum of Twenty Thousand (\$20,000.00) Dollars for Husband's interest in said house. The Queenstown

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Bank of Maryland is to agree to release Husband from any and all responsibility and liability under said mortgage at the time Husband executes the aforesaid deed. After the execution of this Agreement, Wife shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to electric bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

5. Health Insurance. Husband agrees to maintain medical insurance on behalf of the Wife until such time as an absolute divorce is obtained. Said maintenance shall include payment by the Husband of all premiums due and owing for such insurance.

6. Personal Property. The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, and household chattels which the parties now have in their respective possession, free of any and all claim of the other party. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement

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accounts, deferred compensation of any kind, and other intangible assets in his or her own name, free and clear of any interest of the other.

7. Debts and Obligations. Each party shall assume all responsibility for debts contracted by himself or herself from the date of the marital separation up to the date of the execution of this Agreement, and each shall hold and save the other harmless from any all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, now will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations.

8. Waiver of Rights. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts, and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Section 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State, or Federal law, subsequent to the execution of this Agreement

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concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor other otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right or interest whatsoever therein, including the right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. Incorporation of Agreement. With the approval of any Court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

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10. Further Assurances. Each of the parties agree to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement. Until such time as the parties hereto have no further obligations to one another under this Agreement, each agrees to keep the other apprised of his or her current address and telephone number.

11. Indemnification in Case of Breach. Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement as legally determined by a Court of competent jurisdiction will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, payment of Court costs and reasonable attorneys' fees.

12. Alterations, Changes, Cancellations, Etc. It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provisions pertaining to support and maintenance of Husband or Wife.

13. Entire Agreement. This Agreement contains the final and entire undersanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings,

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oral or written, other than those expressly set forth herein.

14. Severance Clause. If any of the provisions of this Agreement are held to be invalid or legally unenforceable, all other provisions shall nevertheless continue in full force and effect.

15. Interpretation. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

16. Headings. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and do not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any of the paragraphs of the Agreement.

17. Voluntary Execution. The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

18. Duplicate Originals. This Agreement shall be executed in duplicate or more copies and each executed copy shall have the same force and effect as if it were the original.

IN WITNESS WHEREOF, the parties hereunto set their hands and affix their seals the date and year first above written.

Thomas W. Brundage Warren Lincoln Earll (SEAL)
WITNESS WARREN LINCOLN EARLL

C. JENSEN & JENSEN, P.A.
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WITNESS Ann's Marguerita S. Earll (SEAL)
MARGUERITA S. EARLL

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY, that on this 5th day of Sept., 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared WARREN LINCOLN EARLL and made oath in due form of law that the foregoing Property Settlement Agreement is his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Vacile A. Downes Jr.
NOTARY PUBLIC
VACILE A. DOWNES JR

My Commission Expires:
7-1-1990

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY, that on this 5th day of Sept., 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared MARGUERITA S. EARLL and made oath in due form of law that the foregoing Property Settlement Agreement is her free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Vacile A. Downes Jr.
NOTARY PUBLIC
VACILE A. DOWNES JR

My Commission Expires:
7-1-1990

C. JENSEN & JENSEN, P.A.
ATTORNEYS AT LAW
329 MARKET STREET
DENTON, MARYLAND
21629
301-479-0159

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ELIZABETH S. BROWN : IN THE
Plaintiff : CIRCUIT COURT
VS. : FOR
LAWRENCE F. BROWN : CARROLL COUNTY
Defendant : CASE NO. CV6151

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 22 day of June, 1990, that the Plaintiff, ELIZABETH S. BROWN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, LAWRENCE F. BROWN; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, LYNETTE ELIZABETH BROWN (born February 17, 1972) and COLLEEN DOLLE BROWN (born March 24, 1976) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the pertinent parts of the separation Agreement between the parties dated April 5, 1990 and filed in this case be and the same are made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck Sr.
JUDGE

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THIS AGREEMENT, Made this ^{5th} day of ^{April} March, 1990, by and between ELIZABETH S. BROWN, hereinafter called "Wife," and LAWRENCE F. BROWN, hereinafter called "Husband."

WHEREAS, Husband and Wife were married by a religious ceremony performed in Baltimore County, Maryland, on April 8, 1967, and two children have been born to them as a result of the marriage, namely, LYNETTE ELIZABETH BROWN, born February 17, 1972, and COLLEEN DOLLE BROWN, born March 24, 1976, and

WHEREAS, Wife left the marital abode of the parties located at 43 Trudy Drive in Carroll County, Maryland, on August 4, 1988, as a result of medical advice and the parties have lived uninterruptedly separate and apart in separate places of abode without cohabitation since that date, and

WHEREAS, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation; to confirm and settle their respective property, personal and marital rights, the custody and support of their children, the rights of the parties to support and maintenance, and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to sepa-

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rate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intent to terminate the marriage, and having done so since August 4, 1988, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own way as fully and to the same extent as if they had never been joined in matrimony.

3. Both parties shall jointly share the care and custody of the minor children of the parties with the primary physical residence of said children being with Husband in the family home and with most liberal visitation privileges being accorded Wife, including, but not limited to, the right and privilege unto Wife to visit with and have said children with her on every other weekend from 5:00 P.M. on Friday until 5:00 P.M. on Sunday, said visitation to begin on July 7, 1989. Wife shall pick up said children on Friday evenings and Husband shall pick up said children on Sunday evenings. Wife shall also have visitation rights on every Tuesday evening from 5:30 P.M. until 8:30 P.M. with Wife being responsible for all transportation. If Wife desires to depart from the above schedule, or such other schedule which may be agreed upon in the future, she shall give Husband reasonable notice thereof at least forty-eight hours in advance, it being the intention of the parties that Wife shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between her and the children. Husband shall

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cooperate to the fullest extent possible to effectuate this intent, provided however, that exercise of the visitation privileges by Wife shall not conflict nor interfere with the school schedule of the children, nor with bono fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said children. Should there be an interference with Wife's visitation from one or more of the above causes, an alternate weekday or weekend shall be scheduled.

4. Each party shall bear the expense of the support and maintenance of the minor children of the parties for the period during which said children shall live with him or her. However, this Agreement shall be subject to court modification in the event of changes in the circumstances of the parties and shall terminate, as to each child upon the first to occur of the following events: (a) a child reaching her majority, (b) a child becoming self-supporting, (c) a child becoming married, or (d) a child dying.

5. In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the other provisions of this Agreement each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past present or future, and including that provided by the Court Order dated July 11, 1989, entered in the pending divorce case between the parties.

6. In addition to any other provision for the support and maintenance of the minor children of the parties, Husband shall keep in force, pay any premiums on and keep Wife and said children

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covered under his present medical insurance and related medical plan. Should any of said policies be terminated, he shall forthwith replace the same by other policies which shall afford equal protection and coverage.

However, Husband's obligation to Wife under this paragraph 6. shall terminate upon a final divorce between the parties. At such time Wife shall be entitled, through Husband's medical insurance, to an equivalent policy under the provisions of "COBRA" for a period of three (3) years from date of divorce. Husband agrees to execute any papers promptly and to assist Wife in any other way necessary to obtain this coverage. Husband's responsibility toward each of said children under this paragraph shall not cease until his duty of support under paragraph 4. shall cease.

7. For the sum of \$37,284, said sum to be paid partially from a refinancing mortgage to be obtained upon the home property, now owned by the parties as tenants by the entirety in fee simple, and known as 43 Trudy Drive in Sykesville, Maryland, and partially from the proceeds of sale of a portion of the Putnam Investors Fund, referred to hereafter, Husband agrees to purchase from Wife and Wife agrees to convey unto Husband all her right, title and interest in and to said 43 Trudy Drive. Husband shall pay and satisfy the present mortgage on said property and insure that Wife has no further liability for any charge or expense related to the discharge of said mortgage and the transfer of title, including the cost of preparation of all documents, the cost of recording, transfer taxes and documentary stamps, if any, to the end and effect that the consideration recited above shall be received by Wife free and clear of any cost of transfer or any other expense

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of the transaction.

Upon the execution of this Agreement by Wife and its delivery to Husband, Husband agrees to apply promptly for a refinancing mortgage and to pay to Wife the agreed consideration upon settlement under said mortgage. Wife agrees to execute promptly any documents or other papers necessary to carry out this transaction and her obligations under this Agreement.

Should Husband be unable to obtain the refinancing contemplated by this agreement or should Husband for any reason be unable to pay Wife the recited sum within 120 days of the date of delivery to him of an executed copy of this agreement, then the agreement contained in this paragraph 7. shall be void and Wife shall not be obligated to convey her interest in the family home as herein provided.

8. Husband shall pay unto Wife the sum of \$26,652/ as a monetary award. In consideration thereof Wife releases, waives, surrenders and assigns unto Husband any and all claims she might now or hereafter have under Md. Code (1989 Cum. Supp.) Family Law, Sec. 8-201, et seq., and any amendments thereto, to seek ^{an additional} monetary award against him by virtue of any and all marital property now or hereafter owned by him, including her rights, under Federal or State law, in and to Husband's pension rights arising out of his employment by the Social Security Administration. Wife also agrees to convey to Husband her interest in the Putnam Investors Fund now owned by them as tenants by the entireties.

The parties agree that on execution of this Agreement they shall jointly order from the Putnam Investors Fund the sale of a sufficient number of shares therein to return the agreed upon sum

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of \$26,652, the check for which shall be endorsed by Husband over to Wife, and thereupon Wife shall assign her interest in the balance of the fund to Husband.

9. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the parties now have in their respective possession, except that such chattels as are enumerated on the attached Schedule A, which said schedule is incorporated herein by reference, and which chattels are now in the possession of the Husband, shall be the sole property of the Wife, free of any and all claim of the Husband. At any time, by giving thirty (30) days notice to Husband, Wife may remove from the marital home, all property listed on Schedule A.

The parties also agree that Wife, with Husband's specific consent as to each, may remove small articles located throughout the house and in the attic upon thirty days notice.

10. Husband has, as of the date of this Agreement, paid all outstanding joint bills and debts of the parties. From the date of separation of the parties neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

11. The parties each hereby release the other from any obligation to pay counsel fees or expenses of litigation, including court costs, for the other or on the other's behalf in connection with any matter or thing, except those that the Husband has been ordered by the Court to pay, namely the two (2) Master's Hearings.

12. Except for the rights provided in this Agreement, the

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parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Md. Code (1989 Cum. Supp.) Family Law, Sec. 8-201, et seq., or any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow, next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or

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distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

13. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of the parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

14. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. If the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

15. This Agreement contains the final and entire understand-

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ing of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

17. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

WITNESS the hands and seals of the parties hereto on the day and year first above written.

WITNESS:

Sandra K. Friedman

Elizabeth S. Brown [SEAL]
ELIZABETH S. BROWN

Charles K. Hall

Lawrence F. Brown [SEAL]
LAWRENCE F. BROWN

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of March, 1990, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared ELIZABETH S. BROWN and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and

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acknowledged said Agreement to be her act.

WITNESS my hand and Notarial seal the date and the year first above recorded.

Sandra K. Friedman
Notary Public



My commission expires: 7/1/90

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of ^{April} March, 1990, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared LAWRENCE F. BROWN and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and Notarial seal the date and the year first above recorded.

Charles K. Hall
Notary Public

My commission expires: 7/1/90